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TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1936

No. 446

ÆTNA LIFE INSURANCE COMPANY OF HARTFORD, CONNECTICUT, PETITIONER,

vs.

EDWIN P. HAWORTH AND CORA M. HAWORTH

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE EIGHTH CIRCUIT

PETITION FOR CERTIORARI FILED OCTOBER 5, 1936.

CERTIORARI GRANTED NOVEMBER 16, 1936.

SUPREME COURT OF THE UNITED STATES

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[fol. 2] [Caption omitted]

IN UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI, WESTERN DIVISION

In Equity. No. 2670.

ÆTNA LIFE INSURANCE COMPANY OF HARTFORD, CONNECTICUT, a Corporation, Plaintiff,

vs.

EDWIN P. HAWORTH and CORA M. HAWORTH, Defendants

PETITION FOR DECLARATORY DECREE—Filed January 5, 1935

Comes now the above named plaintiff, Ætna Life Insurance Company of Hartford, Connecticut, a corporation, and, filing this, its bill or petition of complaint herein, respectfully shows the Court:

1. That this is a suit of a civil nature in equity, of which this Court is given original jurisdiction.

2. That the matter in controversy exceeds, exclusive of interest and costs, the sum or value of Three Thousand Dollars ($3,000.00).

3. That plaintiff was, at the commencement of this action, or suit, ever since has been, and still is, a citizen, resident, and inhabitant of the state of Connecticut, a corporation duly organized and existing under the laws of the said state of Connecticut, and a non-resident of the state of Missouri; that the principal office and place of business of said plaintiff is in the city of Hartford in said state of Connecticut.

4. That defendants, Edwin P. Haworth and Cora M. Haworth, and each — them, were, at the commencement of this action, or suit, even since have been and still are,

citizens, residents, and inhabitants of the state of Missouri, and of the Western Division of the Western District [fol. 3] thereof; that the place of residence of each of said defendants is Kansas City, in said state of Missouri.

5. That an actual controversy exists between plaintiff and the said defendants as to the status of each of several policies or contracts of life insurance, heretofore issued by plaintiff to defendant, Edwin P. Haworth, as the person whose life was insured in each of said policies, each of which said policies plaintiff claims and hereby avers to be at the present time without force or effect, otherwise then as hereinafter pleaded, by reason of the same having long since lapsed as the result of the non-payment of contractual premiums thereon, as hereinafter more fully set forth.

6. That the said policies were five in number, and that the respective numbers, dates of issuance, contents, and dates of lapse or forfeiture thereof, are as follows, to-wit:

(a) Policy No. 425229, which was issued by plaintiff to defendant, Edwin P. Haworth, therein called the insured, upon June 1, 1911, in which said policy plaintiff agreed to pay for the surrender of said policy at its Home Office the sum of Ten Thousand Dollars ($10,000.00), upon receipt of due proof of the death of the said Edwin P. Haworth during the continuance of said policy, or to pay the said sum at the end of the policy year falling nearest to age eighty-five, if the insured were then living, the defendant, Cora M. Haworth, wife of the insured, being named as death beneficiary therein, with the provision that if the said Cora M. Haworth survived the insured, the amount becoming due by reason of the death of the insured should be payable to her, otherwise to the insured's personal representatives, less any unpaid premium for the current policy year; that under the terms of said policy the amount due from the plaintiff by reason of the maturity of the endowment, or the cash value or loan value, or the dividend, if paid during the life time of the insured, should be payable to the party therein called the life beneficiary, to-wit, the insured; and that said policy further provided that after two full years' premiums had been paid thereon, before default in the payment of premium, and before the policy should become a claim, the plaintiff would loan upon the sole security of the said policy at six per cent, interest payable an-

nually in advance, the whole, or at the option of the borrower, any part of the cash value shown by a table, set forth therein, at the end of the current policy year, and the cash value of dividend additions, if any, less all indebtedness to the plaintiff thereon and less also any unpaid portion of the premium and interest on the loan for the remainder of the current policy year, and that for the pur-
[fol. 4] pose of such loan the policy should be returned to the plaintiff together with a proper assignment of the same, which said assignment might be executed by the life beneficiary alone, provided the interest of such beneficiary were not then assigned.

Plaintiff states that said policy further provided that twelve months after the receipt by plaintiff of proof that, from causes originating after the delivery of said policy, the insured had become wholly, continuously, and permanently disabled, and would, for life be unable to perform any work or conduct any business for compensation or profit, then in lieu of all other values, benefits, or privileges therein provided, without further payment of premium, all premiums previously due having been paid, the plaintiff herein would pay in full settlement of said policy, upon request duly executed by the life beneficiary and assignee, if any, one-twentieth of the sum insured, and dividend additions, if any, and would pay the same amount annually thereafter until twenty such payments in all had been made, or would pay the amount of annuity shown by a table of annuities therein contained, for the age of the insured at the last birthday preceding the receipt of such proof, and the same amount annually thereafter during the lifetime of the insured, provided that at every such annuity payment satisfactory proof were furnished that the insured was then living, any indebtedness to this plaintiff on account of said policy to reduce the amount of either of said annual payments in the same proportion that said indebtedness might bear to three-fourths of the sum insured and dividend additions, if any; and plaintiff states that said policy expressly provided that said obligations were undertaken by plaintiff in consideration of the application of defendant, Edwin P. Haworth, for said policy, which application was thereby made a part of said contract, and in further consideration of the annual premium of the sum of Two Hundred Eighty-Seven Dollars and Eighty Cents

($287.80), to be paid to the company in advance at its Home Office, or to its agent, at or before five o'clock P. M., of the first day of June in each and every year during the continuance of said policy, and plaintiff states that said policy further provided that the said policy should not take effect until the first premium thereon should have been actually paid during the good health of the insured, and that, if any subsequent premium should be not paid when due, the said policy should cease, subject to the values and privileges in said policy described, except that a grace of thirty-one days, during which time the policy should remain in full force, would be allowed for the payment of any [fol. 5] premium after the first, provided that with the payment of such premium interest at the rate of six per cent, per annum were also paid thereon for the days of grace taken, but that for any reckoning therein named the time when a premium became due should be the day therein stipulated therefor, without grace; and that if after the payment of two full years' premiums thereon a default should occur in the payment of any subsequent premium, and if there should be no indebtedness to the plaintiff upon said policy, the reserve under the sum insured thereby according to the American Experience Table of Mortality, and three per cent interest, less not more than two and one-half per cent, of the sum insured would be applied without action by the owner, to extend the sum insured as non-participating temporary insurance, but without the right to loans, during the time shown in a certain table therein set out, and that at maturity of the endowment term, if the insured were then living, the plaintiff would also pay in cash, the amount, if any, shown by said table under the title of Pure Endowment and the amount of dividend additions, if any; or that, if requested by the life beneficiary and if said policy were surrendered within two months after the first unpaid premium became due, the same part of the reserve would be applied to the purchase of a paid-up non-participating stock policy for the amount shown by said table; or that, under the conditions applicable to the issue of the paid-up policy above described, or after all premiums required thereon had been paid, the plaintiff would pay for the surrender thereof a cash value at least equal to the sum which would otherwise be applicable to the purchase of the extended or paid-up insurance

provided as hereinabove stated, the amount of which was also shown by said table; that the paid-up policy or the extended insurance so provided, after having been in force two months or more, would be entitled to a cash value of as large a percentage of the reserve then existing as was therein provided for the cash value of said policy at time of default in premium payments, and the paid-up policy would be entitled to a loan equal to the cash value upon the conditions therein prescribed for a loan under said policy; and it was further provided that if there were an indebtedness upon said policy to the plaintiff when default occurred in the payment of any premium the cash value therein provided would be reduced by the amount of such indebtedness, or the sum insured extended, and the Pure Endowment, if any, or the paid-up policy which might be issued, and the dividend additions, if any, would each be reduced in the proportion which such indebtedness might bear to the total cash value.

[fol. 6] Plaintiff states that during the term of said policy, and prior to the first day of June, 1934, the defendant, Edwin P. Haworth, under the provisions of said policy, borrowed from the plaintiff, pledging to the plaintiff, as security, the said policy No. 425229, the sum of Three Thousand Eight Hundred and Twenty-seven Dollars, which, together with accrued indebtedness formed a total sum of Four Thousand and Eleven Dollars and Ninety-seven Cents, which was owed to plaintiff, upon said policy, by the said Edwin P. Haworth, upon the first day of June, 1934.

Plaintiff states that the defendant, Edwin P. Haworth, did fail and refuse to pay to plaintiff the annual premium of Two Hundred Eighty-seven Dollars and Eighty Cents, owed by said defendant to the plaintiff on said policy No. 425229, upon the first day of June, 1934, and that neither the defendant, Edwin P. Haworth, nor any other person for him, has paid said premium; and plaintiff states that as the result of said failure and refusal to pay said premium due upon June 1, 1934, the said policy, No. 425229, did under the terms and provisions thereof, lapse. Plaintiff further states that as the result thereof, and as the result of the application of the non-forfeiture provisions of said policy, aforesaid, said indebtedness from defendant, Edwin P. Haworth, in the amount of $4,011.97, was considered

duly cancelled, leaving the sum of Forty-five Dollars ($45.00) which was in the absence of other request, duly placed upon extended term insurance from June 1, 1934, to June 20, 1949, resulting in an obligation upon the part of plaintiff to pay to the death beneficiary, the defendant, Cora M. Haworth, the sum of Forty-five Dollars ($45.00), in complete settlement of said policy or contract, in the event of plaintiff's receipt of due proof of the death of the insured before June 20, 1949.

Plaintiff states that, despite said lapse of said policy, No. 425229, resulting from the non-payment of premium as aforesaid, the defendants herein are contending that defendant, Edwin P. Haworth, is and has been since long before the first day of June, 1934, wholly, continuously, and permanently disabled, and will for life be unable to perform any work or conduct any business for compensation or profit, and that as the result of said alleged disability, the defendant, Edwin P. Haworth, is and has been without obligation to pay further premiums upon said policy, and is entitled to disability benefit provisions of said policy, as hereinbefore described, including the continued life of said policy in the absence of payments of premium.

Plaintiff specifically denies that defendant, Edwin P. Haworth, was, upon and before the first day of June, 1934, [fol. 7] wholly, continuously and permanently disabled and for life unable to perform any work or conduct any business for compensation or profit, and plaintiff further specifically denies that the said defendant, Edwin P. Haworth, is, or has been, entitled to the benefit of the provisions of said policy, No. 425229, relating to permanent total disability.

Plaintiff avers that an actual controversy thus exists between the plaintiff, upon the one hand, and the defendants, and each of them, upon the other hand, as to the non-existence or existence of permanent total disability upon the part of the said defendant, Edwin P. Haworth, as to the status of said policy, No. 425229, and as to the rights and legal relations of the parties hereto; and that the plaintiff is entitled to the rendition by this Court of a declaratory judgment or decree defining the status of said policy of life insurance, declaring said policy to have lapsed, as herein averred, and defining the sole obligations and duties of plaintiff thereunder to consist in the payment of the sum of

Forty-five Dollars ($45.00) to the defendant, Cora M. Haworth, in the event of the receipt by plaintiff of due proof of the death of the defendant, Edwin P. Haworth, prior to June 20, 1949.

(b) Policy No. 537284, which was issued by plaintiff to the defendant, Edwin P. Haworth, therein called the insured, upon November 9, 1921, in which said policy plaintiff agreed to pay the sum of Five Thousand Dollars if the insured were living at the end of the term of thirty-nine years from November 9, 1921, or to pay the sum insured upon receipt at its Home Office of due proof of the prior death of the insured, in either of which cases the said policy should be surrendered to the plaintiff; that the amount becoming due from the plaintiff by reason of the death of the insured, should be payable to the death beneficiary, to-wit, Cora M. Haworth, wife of the insured and defendant herein, if she survived the insured, otherwise, to the insured's personal representatives, less any unpaid premium for the current policy year; that the amount due from the plaintiff by reason of the maturity of the endowment, or the cash value, or the loan value, or the dividends if paid during the lifetime of the insured, should be payable to the insured as life beneficiary, subject to the rights in said policy granted for varying the provisions of said policy and to any indebtedness to the plaintiff on account of said policy, including all loans made by the plaintiff as therein provided; and that said policy further provided that after two full years' premiums had been paid thereon, before default in the payment of premium, and before the policy became a claim, the plaintiff would loan upon the sole security of said policy, [fol. 8] at six per cent. interest payable annually in advance, the whole, or at the option of the borrowed any part of the cash value, as shown by a table therein set out, at the end of the current policy year, and the cash value of dividend additions, if any, less all indebtedness to the plaintiff thereon and less also any unpaid portion of the premium and interest on the loan for the remainder of the current policy year, the policy, for the purpose of such loan, to be returned to the plaintiff, together with a proper assignment of the same, which assignment might be executed by the life beneficiary alone, provided the interest of such beneficiary were not then assigned.

Plaintiff states that said policy further provided, by rider thereto attached, that if the insured should become wholly, continuously, and permanently disabled and would for life be unable to perform any work or conduct any business for compensation or profit, and satisfactory evidence of such disability were received at the Home Office of the plaintiff before the sum insured, or any instalment thereof, became payable, the plaintiff would, upon the acceptance of such proof, if all premiums previously due had been paid, waive the payment of all premiums falling due thereafter during such disability, and that if such disability existed before the insured attained the age of sixty years, the plaintiff would immediately pay to the life beneficiary the sum of Ten Dollars for each thousand dollars of the sum insured, and would pay the same sum on the same day of every month thereafter during the lifetime and during such disability of the insured; and plaintiff states that said policy expressly provided that said obligations were undertaken by plaintiff in consideration of the application for said policy, which application was thereby made a part of said contract, and in further consideration of the annual premium of Two Hundred Twenty-one Dollars and Forty-five Cents ($221.45) to be paid to the plaintiff in advance at its Home Office, or to its agent, at or before five o'clock P. M., of the 9th day of November, in each and every year until thirty-nine full years' premiums had been paid, or until the prior death of the insured; that said policy should not take effect until the first premium thereon should have been actually paid during the good health of the insured, and that if any subsequent premium were not paid when due, the said policy should cease, subject to the values and provisions therein described, except that a grace of thirty-one days, during which time the policy should remain in full force, would be allowed for the payment of any premium after the first, provided that with the payment of such premium interest at the rate of six per cent. per annum were also [fol. 9] paid thereon for the days of grace taken, but that for any reckoning therein named the time when a premium should become due should be the day therein stipulated therefor, without grace; that in and by an endorsement duly imprinted upon and forming a part of said policy it was provided that after two full years' premiums should have been paid thereon, if any subsequent premium should be-

come due and was unpaid, the extended insurance provisions of said policy should not automatically apply, anything therein to the contrary notwithstanding, but that the legal holder of said policy should be entitled at any time unconditionally to the cash surrender value described therein, provided that if said policy had not been surrendered for its cash surrender value, the plaintiff would, if so requested by the legal holder of said policy within two months after the time the first unpaid premium should become due, apply said cash surrender value to purchase either the extended insurance or the paid-up policy described therein.

Plaintiff states that the defendant, Edwin P. Haworth, failed and refused to pay the premium of Two Hundred Twenty-one Dollars and Forty-five Cents ($221.45), or any part thereof, due upon said policy upon the 9th day of November, 1931, and that neither defendant, Edwin P. Haworth, nor any one for him, has paid said premium upon said policy; and plaintiff states that as the result thereof the said policy, No. 537284, did lapse. Plaintiff further states that at the time of the lapse of the said policy the same had, under the provisions thereof, a cash value of One Thousand Seventy Dollars ($1,070.00); that a loan upon said policy had, at the request of defendant, Edwin P. Haworth, and under the provisions of said policy, been made by plaintiff to defendant, Edwin P. Haworth, in the sum of Eight Hundred Twenty-five Dollars upon January 18, 1929, to secure which loan said policy had been pledged to plaintiff by defendant, Edwin P. Haworth; that, upon August 2, 1934, the amount of said loan, together with interest thereon, from January 18, 1930, to August 2, 1934, was due and unpaid; that, upon said 2nd day of August, 1934, the principal of said loan and the accrued interest thereon were equivalent to the aforesaid cash value of said policy as of that date; and that the said cash value of said policy, which had been held in accordance with the provisions and requirements of the endorsement aforesaid, was upon said 2nd day of August, 1934, pursuant to the terms of said policy, applied to the satisfaction of said loan, with the result that the said policy thereafter was possessed of no value.

Plaintiff states that, despite said lapse of said policy, No. 537284, resulting from the non-payment of premium as

[fol. 10] aforesaid, the defendants herein are now contending that defendant, Edwin P. Haworth, is and has been since long before the 9th day of November, 1931, wholly, continuously, and permanently disabled, and for life unable to perform any work or conduct any business for compensation or profit, and that as the result of said alleged disability, the defendant, Edwin P. Haworth, is and has been without obligation to pay further premiums upon said policy and is entitled to the benefit of the permanent and total disability provisions of said policy as hereinbefore set out, including the continued life of said policy in the absence of payments of premium.

Plaintiff specifically denies that defendant, Edwin P. Haworth, was upon and before the 9th day of November, 1931, wholly, continuously and permanently disabled and for life unable to perform any work or conduct any business for compensation or profit, and plaintiff further specifically denies that the said defendant, Edwin P. Haworth, is, or has been, entitled to the benefit of the provisions of said policy, No. 537284, relating to permanent total disability.

Plaintiff avers that an actual controversy thus exists between the plaintiff, upon the one hand, and the defendants, and each of them, upon the other hand, as to the non-existence or existence of permanent total disability upon the part of the said defendant, Edwin P. Haworth, and as to the status of said policy No. 537284; that the plaintiff is entitled to the rendition by this Court of a declaratory judgment or decree defining the status of said policy of life insurance, declaring said policy lapsed, and of no force and effect, and adjudging and decreeing the absence of all obligation or duty under the terms and provisions of said policy on the part of plaintiff toward the defendants, or either of them.

(c) Policy No. N 760251, which was issued by plaintiff to defendant, Edwin P. Haworth, therein called the insured, upon October 9, 1928, in which said policy plaintiff agreed to pay the sum of Ten Thousand Dollars immediately upon receipt at its Home Office of due proof of the death of the said insured, to the beneficiary therein named, Cora M. Haworth, defendant herein, and wife of the insured; that, under the terms and provisions of said policy, during the lifetime of the insured, the right to receive all cash values, loans, and other benefits accruing thereunder, to exercise options and privileges described therein, and to agree with

the plaintiff to any change in or amendment to said policy vested alone in the insured, therein further called the life owner, subject, however, to any assignment by said life owner; and that the said policy further provided that the [fol. 11] company would make loans on the sole security of said policy, if there had been no default in payment of premium, the loan to be for any amount which, with interest, should not exceed the cash value indicated in a certain table, therein set out, for the end of the current policy year, less any unpaid premiums for such policy year, the loan value of said policy commencing at the end of the third year; that interest upon such loan was, under the terms of said policy, to be at the rate of six per cent. per annum, payable at the end of each policy year, and that if interest were not paid when due it should be added to the principal and bear interest at the same rate, provided the total indebtedness were within the limit secured by the cash surrender value of the policy, otherwise, any indebtedness to the plaintiff on account of, or secured by, said policy, to be deducted from any settlement thereunder.

Plaintiff states that said policy further provided, by rider duly attached thereto, that, if, before default in payment of premium and before attaining the age of sixty years, the insured should become totally and permanently disabled by bodily injuries or disease, and were thereby prevented from performing any work or conducting any business for compensation or profit, the plaintiff would waive the payment of premiums falling due during such disability, it being provided therein that such disability should be presumed to be permanent if existing for a period of ninety consecutive days, if satisfactory evidence had not been previously furnished that such disability were permanent, and that, in the absence of the furnishing of such evidence, the benefit should accrue from the expiration of the said ninety days, but not from a date more than six months prior to the date that evidence of such disability satisfactory to the plaintiff should be received at its Home Office, it being further provided that no benefit should accrue prior to the expiration of said ninety days unless during that period evidence satisfactory to the plaintiff should be received at its Home Office, during the life of the insured, that the total disability would be permanent, in which event the benefit would accrue from the commencement of disability.

Plaintiff states that said policy expressly provided that said obligations were undertaken by plaintiff in consideration of the annual premium of Four Hundred Thirty-one Dollars and Forty Cents ($431.40), to be paid to the plaintiff on or before the 9th day of October in each and every year during the lifetime of the insured; that if any such premium were not paid when due, said policy should cease, subject to the values and privileges therein described, ex-
[fol. 12] cept that a grace of thirty-one days, during which the policy should remain in full force and effect would be allowed for the payment of any premium after the first; that after three full years' premiums had been paid thereon, certain options might be elected by filing a written request with the plaintiff at its Home Office, accompanied by the policy, and that on default in payment of premium, if no one of the said options had been elected, the insurance would be continued automatically as extended term insurance from the due date of the premium defaulted for the sum insured for the number of years and days set forth in a certain table therein set out, except that if there were any indebtedness against the policy the extended term insurance should be for the sum insured, less the indebtedness, and for such a period as the cash value less the indebtedness would purchase according to the American Experience Table of Mortalit , and three and one-half per cent. interest.

Plaintiff states that the defendant, Edwin P. Haworth, failed and refused to pay the premium of Four Hundred Thirty-one Dollars and Forty Cents ($431.40), or any part thereof, due upon said policy upon the 9th day of October, 1931, and that neither defendant, Edwin P. Haworth, nor any one for him, has paid said premium upon said policy; and plaintiff states that, as the result thereof, the said policy No. N 760251, did lapse. Plaintiff further states that defendant, Edwin P. Haworth, had, prior thereto, in accordance with the terms and provisions of said policy, and under date of October 15, 1930, borrowed from plaintiff the full loan value of said policy, the latter being pledged to plaintiff as security for such loan indebtedness, and that, as the result thereof, under the provisions of said policy hereinbefore set out, said policy was, at the time of said lapse possessed of no cash value whatever.

Plaintiff states that despite said lapse of said policy No. N 760251, resulting from the non-payment of premium

aforesaid, the defendant herein, and each of them, are contending that defendant, Edwin P. Haworth, is and has been since long before the 9th day of October, 1931, permanently and totally disabled by bodily injuries or disease, and thereby prevented from performing any work or conducting any business for compensation or profit, and that, as the result of said alleged disability the defendant, Edwin P. Haworth, is and has been without obligation to pay further premiums upon said policy, and is entitled to the benefit of the permanent total disability provisions of said policy, as hereinbefore set out, involving the continued life of said policy in the absence of payment of premiums.

[fol. 13] Plaintiff specifically denies that defendant, Edwin P. Haworth, was, upon and before the 9th day of October, 1931, permanently and totally disabled by bodily injuries or disease and thereby prevented from performing any work or conducting any business for compensation or profit, and plaintiff further specifically denies that the said defendant, Edwin P. Haworth, is or has been entitled to the benefit of the provisions of said policy, No. N 760251, relating to permanent total disability.

Plaintiff avers that an actual controversy thus exists between the plaintiff, upon the one hand, and the defendants, and each of them, upon the other hand, as to the non-existence or existence of permanent total disability upon the part of the defendant, Edwin P. Haworth, and as to the status of said policy No. N 760251; and that the plaintiff is entitled to the rendition by this Court of a declaratory judgment or decree, defining the status of said policy of life insurance, declaring said policy lapsed, and adjudging and decreeing the absence of all existing or future obligation or duty upon the part of plaintiff, under the terms and provisions of said policy No. N 760251.

(d) Policy No. N 808571, which was issued by plaintiff to defendant, Edwin P. Haworth, therein called the insured, upon September 9, 1929, in which said policy plaintiff agreed to pay the sum of Ten Thousand Dollars immediately upon receipt at its Home Office of due proof of the death of the insured; that the amount becoming due from the plaintiff by reason of the death of the insured should be payable to the beneficiary therein named, to-wit, Cora M. Haworth, wife of the insured, and defendant herein; that during the life time of the insured, the right to receive all cash values,

loans, and other benefits accruing thereunder, to exercise all options and privileges described therein, and to agree with the plaintiff to any change in or amendment to said policy, should vest only in the insured, therein called the life owner, subject, however, to any assignment by said life owner.

Plaintiff further states that said policy, by rider thereto duly attached, provided that if before default in payment of premium and before attaining the age of sixty years the insured should become permanently and totally disabled by bodily injuries or disease, and thereby be prevented from performing any work or conducting any business for compensation or profit, the plaintiff would waive the payment of premiums falling due during such disability, it being provided therein that such disability should be presumed to be [fol. 14] permanent if existing for a period of ninety consecutive days, if satisfactory evidence had not been previously furnished that such disability were permanent, and that, in the absence of the furnishing of such evidence, the benefit should accrue from the expiration of the said ninety days, but not from a date more than six months prior to the date that evidence of such disability satisfactory to the plaintiff should be received at its Home Office, it being further provided that no benefits should accrue prior to the expiration of said ninety days unless during that period evidence satisfactory to the plaintiff should be received at its Home Office, during the life of the insured, that the total disability would be permanent, in which event the benefit would accrue from the commencement of disability.

Plaintiff states that said policy expressly provided that said obligations were undertaken by plaintiff in consideration of the annual premium of Two Hundred Seventy-one Dollars and Sixty Cents ($271.60), to be paid to the plaintiff on or before the 9th day of September, in each and every year for five years, and of the annual premium of Five Hundred Twenty-Six Dollars and Ninety Cents ($526.90), payable under the same conditions thereafter, during the life time of the insured; that if any such premium were not paid when due, the said policy should cease, subject to the values and provisions therein described, except that a grace of thirty-one days, during which the policy should remain in full force and effect, would be allowed for the payment of any premium after the first; that after three

full years' premiums had been paid thereon, for which values were shown in a certain table contained therein, and within three months after the due date of any unpaid premium certain options might be elected by filing a written request with the plaintiff at its Home Office, accompanied by the policy, and that on default in payment of premium, if no one of the said options had been elected, the insurance would be continued automatically as extended term insurance from the due date of the premium defaulted, for the sum insured, for the number of years and days set forth in the table aforesaid, except that if there were any indebtedness against the policy, the extended term insurance should be for the sum insured less the indebtedness, and for such a period as the cash value less the indebtedness would purchase according to the American Experience Table of Mortality and three and one-half per cent. interest.

Plaintiff states that the defendant, Edwin P. Haworth failed and refused to pay the premium in the sum of Two Hundred Seventy-One Dollars and Sixty Cents ($271.60), or any part thereof, due upon said policy upon the 9th day [fol. 15] of September, 1930, and that neither defendant, Edwin P. Haworth, nor any one for him, has paid said premium upon said policy, and plaintiff states that as the result thereof, the said policy No. N 808571, did lapse. Plaintiff further states that fewer than three annual payments of premium, to-wit, but one annual payment of premium, had been made upon said policy at the time of the lapse thereof, and that, as the result, said policy was, at the time of said lapse, possessed of no net or cash value, and no extended insurance of any character arose or came into being at the time of said lapse.

Plaintiff states that, despite said lapse of said policy, No. N 808571, resulting from the non-payment of premium as aforesaid, the defendants herein are contending that defendant, Edwin P. Haworth, is and has been since long before the 9th day of September, 1930, permanently and totally disabled by bodily injuries or disease and thereby prevented from performing any work or conducting any business for compensation or profit, and that, as the result of said alleged disability, the defendant, Edwin P. Haworth, is and has been without obligation to pay further premiums upon said policy, and is entitled to the benefit of the provisions of said policy relating to permanent total disability,

as hereinbefore set out, involving the continued life of said policy in the absence of payments of premium.

Plaintiff specifically denies that defendant, Edwin P. Haworth, was, upon and before the 9th day of September, 1930, totally and permanently disabled by bodily injuries or disease, and thereby prevented from performing any work or conducting any business for compensation or profit, and plaintiff further specifically denies that the said defendant, Edwin P. Haworth, is, or has been, entitled to the benefit of the provisions of said policy, No. N 808571, relating to permanent total disability.

Plaintiff avers that an actual controversy thus exists between the plaintiff, upon the one hand, and the defendants, upon the other hand, as to the non-existence or existence of permanent total disability upon the part of the said defendant, Edwin P. Haworth, and as to the status of said policy No. N 808571; and that the plaintiff is entitled to the rendition by this court of a declaratory judgment or decree defining the status of said policy of life insurance, declaring said policy lapsed, and adjudging and decreeing the absence of all existing or future obligation or duty upon the part of plaintiff, under the terms and provisions of said policy, No. N 808571.

[fol. 16] (e) Policy No. N 808572, which was issued by plaintiff to defendant, Edwin P. Haworth, therein called the insured, upon October 9, 1929, in which said policy plaintiff agreed to pay the sum of Five Thousand Dollars, immediately upon receipt at its Home Office of due proof of the death of the insured, to the beneficiary, John W. Kepner, his executors, administrators, or assigns, creditor, as interest might appear, but not to exceed Seventeen Hundred Dollars ($1700.00); the remainder, if any, to Cora M. Haworth (a defendant herein), wife of the insured, if she survived the insured, otherwise to the executors, administrators or assigns of the insured; that, under the terms and provisions of said policy, during the lifetime of the insured, the right to receive all cash values, loans and other benefits accruing thereunder, to exercise all options and privileges described therein, and to agree with the plaintiff to any change in or amendment to said policy, should vest alone in the insured, therein called the life owner, subject, however, to any assignment by said life owner, and that the beneficiary might be changed as often as desired, and such

change should take effect on receipt at the Home Office of the plaintiff, before the sum insured or any instalment thereon became due, of a written request accompanied by the policy for endorsement. Plaintiff states that, thereafter, the said insured, or life-owner, did duly send to the Home Office of the plaintiff, a written request, accompanied by the policy for endorsement that the beneficiary therein be changed to Cora M. Haworth (a defendant herein), wife of the insured, which change was accordingly made, under the terms and provisions of said policy, upon the 14th day of October, 1930.

Plaintiff further states that by the terms of a rider duly attached to and forming a part of said policy No. N 808572, it was provided that if, before default in payment of premium and before attaining the age of sixty years, the insured should become totally and permanently disabled by bodily injuries or disease and were thereby prevented from performing any work or conducting any business for compensation or profit, the plaintiff would waive the payment of premiums falling due during such disability, it being provided therein that such disability should be presumed to be permanent if existing for a period of ninety consecutive days, if satisfactory evidence had not been previously furnished that such disability was permanent and that, in the absence of the furnishing of such evidence, the benefit should accrue from the expiration of the said ninety days, but not from a date more than six months prior to the date that evidence of such disability satisfactory to the plaintiff [fol. 17] should be received at its Home Office, it being further provided that no benefit should accrue prior to the expiration of said ninety days unless during that period evidence satisfactory to the plaintiff should be received at its Home Office during the life of the insured, that the total disability would be permanent, in which event the benefit would accrue from the commencement of disability.

Plaintiff further states that said policy expressly provided that said obligations were undertaken by plaintiff in consideration of the annual premium of One Hundred Thirty-five Dollars and Eighty Cents ($135.80), to be paid to the plaintiff on or before the 9th day of October in each and every year for five years, and of the annual premium of Two Hundred Sixty-three Dollars and Forty-five Cents

($263.45), payable under the same conditions thereafter, during the lifetime of the insured; that if any such premium were not paid when due, said policy should cease, subject to the values and privileges therein described, except that a grace of thirty one days, during which the policy should remain in full force, would be allowed for the payment of any premium after the first; that after three full years' premiums had been paid thereon, certain options might be elected by filing a written request with the plaintiff at its Home Office, accompanied by the policy, and that on default in payment of premium, if no one of the said options had been elected, the insurance would be continued automatically as extended term insurance from the due date of the premium defaulted, for the sum insured, for the number of years and days set forth in a certain table therein set out, except that if there were any indebtedness against the policy, the extended term insurance should be for the sum insured less the indebtedness, and for such a period as the cash value less the indebtedness would purchase according to the American Experience Table of Mortality, and three and one-half per cent. interest.

Plaintiff states that the defendant, Edwin P. Haworth, failed and refused to pay the premium of One Hundred Thirty-five Dollars and Eighty Cents ($135.80), or any part thereof, due upon said policy upon the 9th day of October, 1930, and that neither defendant, Edwin P. Haworth, nor any one for him, has paid said premium upon said policy; and plaintiff states that, as the result thereof, the said policy No. N 808572, did lapse. Plaintiff further states that fewer than three annual payments of premium, to wit, but [fol. 18] one annual payment of premium, had been made upon said policy at the time of the lapse thereof, and that, as the result, the said policy under the provisions thereof, was, at the time of said lapse, possessed of no net or cash value, and no extended insurance of any character arose or came into being at the time of said lapse.

Plaintiff states that, despite said lapse of said policy, No. N 808572, resulting from the non-payment of premium as aforesaid, the defendants herein are contending that defendant, Edwin P. Haworth, is and has been since long before the 9th day of October, 1930, totally and permanently disabled by bodily injuries or disease and thereby prevented from performing any work or conducting any business for compensation or profit, and that, as the result of

said alleged disability, the defendant, Edwin P. Haworth, is and has been without obligation to pay further premiums upon said policy, and is entitled to the benefit of the provisions of said policy relating to permanent total disability, as hereinbefore set out, involving the continued life of said policy in the absence of payments of premium.

Plaintiff specifically denies that defendant, Edwin P. Haworth, was upon and before the 9th day of October, 1930, totally and permanently disabled by bodily injuries or disease, and thereby prevented from performing any work or conducting any business for compensation or profit, and plaintiff further specifically denies that the said defendant, Edwin P. Haworth, is or has been, entitled to the benefit of the provisions of said policy, No. N 808572, relating to permanent total disability.

Plaintiff avers that an actual controversy thus exists between the plaintiff upon the one hand, and the defendants, and each of them, upon the other hand, as to the non-existence or existence of permanent total disability upon the part of said defendant, Edwin P. Haworth, and as to the status of said policy, No. N 808572, and that the plaintiff is entitled to the rendition by this Court of a declaratory judgment or decree, defining the status of said policy of life insurance, declaring said policy lapsed, and adjudging and decreeing the absence of all existing or future obligation or duty upon the part of the plaintiff, under the terms and provisions of said policy, No. N 808572.

6½. Plaintiff avers that, as to the rights and other legal relations now existent, pertaining to the permanent and total disability benefit clauses and provisions of each and all of the five policies aforesaid, an actual controversy now [fol. 19] exists as between this plaintiff and the defendants herein, named, in that the defendants, and each of them, have, upon numerous specific occasions within the last five years, presented to this plaintiff claims, statements, and affidavits, demanding that this plaintiff perform the contractual provisions of the permanent and total disability benefit clauses of each of said policies of insurance, basing such claims and demands upon the alleged existence of total and permanent disability upon the part of the defendant Edwin P. Haworth, the performance of which provisions of said policies would include, in the absence of all further payments of premium by the defendants, or either

of them, the maintenance and recognition by plaintiff of each and all of said policies as existent, valid policies of insurance, and the making by plaintiff of cash benefit payments to the defendant Edwin P. Haworth relative to those policies so providing, as hereinbefore set out; and in that this plaintiff has consistently, and at all of said times refused to maintain and recognize said policies as valid, existing policies of insurance and has denied that defendants, or either of them, are possessed of any or further rights under the provisions of said policies, or any of them, except as hereinbefore set out, all by reason of the fact that each of said policies has lapsed, as aforesaid, by reason of the nonpayment of contractual premiums thereon, there being no permanent and total disability upon the part of the defendant, Edwin P. Haworth, in the sense of the provisions of said policies. Plaintiff states that such claims and demands, so made by defendants relative to said policies, have been made by the defendants in writing, addressed to this plaintiff; that said written statements and demands, as to the rights of the defendants under said policies, and as to the legal relations thereunder existing as between plaintiff and the defendants, have, as stated, been made upon numerous occasions, relative to the several policies involved; and that among the times and dates upon and at which such written statements, demands, and affidavits have been so presented by defendants to this plaintiff, are the 21st day of June, 1930, the 18th day of July, 1930, the 5th day of August, 1930, the 9th day of August, 1930, the 31st day of October, 1930, the 3rd day of October, 1931, the 16th day of October, 1931, the 21st day of December, 1931, the 24th day of February, 1932, the 30th day of September, 1932, the 24th day of May, 1934, the 24th day of November, 1934, and the 16th day of April, 1935. Plaintiff states that the said alleged rights of the defendants under each of said policies have been by defendants set out in one or more of said demands; that in said written demands and claims, the defendants, and particularly defendant, Edwin [fol. 20] P. Haworth, claimed and asserted their rights to benefits under the total disability provisions of said policies, referring specifically to the several policies, and stating that no default existed in the payment of premiums, that before attaining the age of sixty years the defendant Haworth had been totally and permanently disabled by disease and was thereby prevented from performing any

work or conducting any business for compensation or profit, that on previous occasions the said defendant, Haworth, had made sworn statements to the plaintiff for the purpose of asserting and claiming defendants' right to have said policies continued under the permanent and total disability provisions contained in each of them, furnishing evidence therein described of such disability, asserting that such disability had been continuous and uninterrupted, that all of said policies were, as of the dates of the demands, in full force and effect, that under the terms of said policies, and each of them, all annual premiums upon them, or any of them, becoming payable in the year 1930, or thereafter, were waived by reason of such disability, asserting that the insured was entitled to have said policies continue in full force and effect without the payment of further premiums so long as the said disability should continue, and that the respective statements were made for the purpose of asserting and claiming the said defendants' right to have said policies continue under the permanent total disability provision contained in each of said policies. Plaintiff further states that all of said demands, so addressed to plaintiff by these defendants, were of a similar tenor and character, as hereinbefore averred, and that a typical example and illustration of said demands and statements of alleged rights under said policies is that of the 30th day of September, 1932, executed by defendant, Edwin P. Haworth, and addressed to this plaintiff, together with the accompanying affidavit of an alleged attending physician, a true, correct, and verified copy of said demand and affidavit being hereto attached, marked "Exhibit F", and made a part hereof as fully as though set out verbatim at this point. Plaintiff states that by reason of the provisions of the said policies hereinbefore set out, the demands so made relative to the same, and the contentions arising thereon, there exists between the parties hereto an actual controversy as to the rights and other legal relations of the parties hereto, under the terms and provisions of said policies of insurance.

7. Plaintiff states that plaintiff is without a full, adequate, and complete remedy at law in the premises, for the following reasons, to-wit:

[fol. 21] Neither of the defendants has at this time instituted an action at law or other judicial proceeding wherein

this plaintiff would have the opportunity and right to adduce and offer the evidence which would prove the allegations and averments contained in this bill or petition, relating to the absence of permanent total di-ability upon the part of the defendant, Edwin P. Haworth, and the present status of the policies of insurance, and each of them, hereinbefore referred to. There is no means by which this plaintiff can force or induce the defendants, or either of them, to institute such an action at law, or judicial proceeding, of any character. The defendant, Edwin P. Haworth, is living at this time; the said defendant, Edwin P. Haworth, attained the age of sixty years upon the 10th day of May, 1935; and the institution of actions upon the life insurance provisions of each of said policies would not be barred by statutory limitation provisions until the running of such statutory period, following the death of the said defendant, Edwin P. Haworth. As the result of the consequent inability of this plaintiff to utilize and adduce such proof at this time, there is serious and probable danger that plaintiff may lose the benefits of such probative evidence by reason of the disappearance, illness, or death of one or more of the several witnesses within whose knowledge lie the facts constituting the evidence and proof aforesaid; and unless this Court recognizes its jurisdiction herein, and thereby affords an opportunity for the proof and decision of the issues hereinbefore referred to and determinative of the actual controversies herein shown to exist between plaintiff and the defendants, the plaintiff will suffer irreparable damage by reason of the indefinite and, by plaintiff, uncontrollable, deferment of the hearing and determination of said issues and the existince of an opportunity to utilize the said evidence so lying within the personal knowledge of the several witnesses mentioned.

Plaintiff states that, although the issue of the presence or absence of permanent total disability upon the part of the defendant, Edwin P. Haworth, is, as a matter of evidence and proof, capable of determination at this time, the plaintiff, by reason of there being no judicial decision relative thereto, is compelled annually to set aside *the* maintain substantial amounts of money as reserves upon the aforesaid policies, and each of them, and will in the future be compelled so to set aside and maintain substantial amounts of money as reserves upon said policies, and each of them,

entirely as the result of the absence of a judicial determination of the issues involved, which issues, as stated, are at this time susceptible to determination and proof, as the [fol. 22] result of all of which this plaintiff, by reason of its inability to institute an action at law in the premises, is without a full, adequate, and complete remedy at law.

In the absence of relief herein, plaintiff is further faced with the probability of being named, at some indefinite, future date, in a multiplicity of actions upon the several policies herein mentioned.

Plaintiff states that in the event the rights and other legal relations of the parties hereto, under said policies, be as claimed by this plaintiff, the total amount of the reserve to be set aside by this plaintiff consists in the sum of seventeen and 95/100 dollars ($17.95), applicable to extended insurance in the sum of forty-five dollars ($45.00), under the provisions of policy No. 425229; while, upon the other hand, if the defendants herein be correct in their demands and contentions as to the rights and other legal relations of the parties hereto, under the five policies herein referred to, the total amount of the reserves to be set up and maintained by this plaintiff in relation to the five policies herein referred to will exceed the sum of twenty thousand dollars ($20,000.00). Plaintiff states that the reserves so set up and required to be set up by this and other insurance companies represent four-fifths (4/5ths), or more, of the total liabilities of such insurance companies, and that it is essential to the protection of the policyholders of this plaintiff, to the protection of those who deal with this plaintiff, and to the protection of this plaintiff, itself, that an immediate determination take place as to the total amount of the reserves which plaintiff is obligated to carry on account of these policies. Plaintiff further states that, in the event the defendants be correct in their contentions and demands relative to the rights and other legal relations of the parties hereto, under the policies in question, this plaintiff will be obliged to set up and maintain, as if this time, thereby removing approximately the total sum from the usual channels of business, the following amounts, as to each of said policies: upon policy No. 425229, the sum of $3420.63; upon policy No. P537284, the sum of $6331.96; upon policy No. N760251, the sum of $4182.00; upon policy No. N808571, the sum of $4367.30; and upon policy No.

N808572, the sum of $2188.15. Plaintiff states that, unless the rights and other legal relations of the parties hereto, under these policies, be adjudged and determined in this suit at this time, by a declaratory judgment or decree determining the same, the plaintiff will suffer irreparable damage by reason of the existence of an unconscionable, null, and void obligation to set up and maintain the large [fol. 23] amount of reserves, aforesaid. Plaintiff states that it is without a full, adequate, and complete remedy at law in the premises; and further states that an actual controversy exists between the parties hereto as to the rights and other legal relations of said parties relative, among other things, to the existence of an obligation upon the part of this plaintiff to set up and maintain said reserves, under the terms and provisions of the five policies of insurance herein referred to.

Plaintiff states that there is at this time in full force and effect a certain statutory enactment, duly passed by the Congress of the United States, constituting section 400, Title 28, United States Code Annotated, and section 274d Judicial Code of the United States, which said statutory section is in words and figures as follows, to-wit:

"S400. (Judicial Code section 274d.) Declaratory judgments authorized; procedure.

(1) In cases of actual controversy the courts of the United States shall have power upon petition, declaration, complaint, or other appropriate pleadings to declare rights and other legal relations of any interested party petitioning for such declaration, whether or not further relief is or could be prayed, and such declaration shall have the force and effect of a final judgment or decree and be reviewable as such.

(2) Further relief based on a declaratory judgment or decree may be granted whenever necessary or proper. The application shall be by petition to a court having jurisdiction to grant the relief. If the application be deemed sufficient, the court shall, on reasonable notice, require any adverse party, whose rights have been adjudicated by the declaration, to show cause why further relief should not be granted forthwith.

(3) When a declaration of right or the granting of further relief based thereon shall involve the determination of

issues of fact triable by a jury, such issues may be submitted to a jury in the form of interrogatories, with proper instructions by the court, whether a general verdict be required or not. (Mar. 3, 1915, c. 90, s 274d, as added June 14, 1934, c. 512, 48 Stat. 955.)"

Plaintiff states that by reason of each and all of the facts aforesaid the only remedy of this plaintiff, in order to avoid suffering, irreparable damage, is to bring this suit in equity in this Honorable Court, praying a declaratory judgment or decree upon the part of this Court relative to the actual controversies hereinbefore set out, and a declaration of the rights and other legal relations of the parties [fol. 24] hereto, with reference to the policies or contracts of insurance hereinbefore described.

True, correct, and duly verified copies of said policies bearing numbers 425229, 537284, N 760251, N 808571 and N 808572, are duly attached hereto, marked Exhibits A, B, C, D, and E, respectively, and each made a part hereof by reference.

Wherefore, plaintiff prays the rendition by this Court of a declaratory decree or judgment, declaring and defining the status of said policies of insurance numbered 425229, 537284, N 760251, N 808571, N 808572, and each of them, heretofore issued by plaintiff to defendant, Edwin P. Haworth, declaring policies numbered 537284, N 760251, N 808571, and N 808572, and each of them, to be at this time null and void, and without force or effect, by reason of said policies, and each of them, having lapsed because of the non-payment of premiums thereon, and declaring the obligation of plaintiff upon policy number 425229 aforesaid to consist solely in the duty to pay the sum of Forty-five Dollars ($45.00) in complete satisfaction thereof upon the death of defendant, Edwin P. Haworth; declaring the rights and other legal relations of all interested parties as herein averred; and the granting to this plaintiff of such further relief as the exigencies of the case may require, and to the Court may seem meet and proper; and that plaintiff may have its costs herein expended and incurred.

E. R. Morrison, Chas. C. Byers, Solicitors for Plaintiff.

Duly sworn to by Chas. C. Byers. Jurat omitted in printing.

PAYABLE AT DEATH OR AT END OF POLICY YEAR FALLING NEAREST AGE 85.
PREMIUMS PAYABLE DURING WHOLE TERM ANNUAL DIVIDENDS

The Ætna Life Insurance Company

"EXHIBIT A"

of Hartford, Connecticut

No. 425229 $ 10,000.

Hereby Agrees to Pay to the assignee of this policy at its Home Office in the sum of TEN THOUSAND Dollars, (herein called the sum insured) upon receipt of due proof of the death of

EDWIN P. HAWORTH

of Kansas City County of Jackson State of Missouri (herein called the insured) during the continuance of this policy or the Company will pay the said sum at the end of the policy year falling nearest to age eighty-five of the insured (if then living).

This policy is issued and accepted subject to all the conditions, benefits and provisions described on the subsequent pages hereof, and which are hereby made a part of this contract.

In Witness Whereof the said Ætna Life Insurance Company has by its President and Secretary hereunto signed this contract in the City of Hartford and State of Connecticut this First day of June 1911

Secretary

President

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PARTC L

(reverse side)

Notice—This policy is pledged to the Ætna Life Insurance Company as security for a

The Ætna Life Insurance Company

"EXHIBIT A"

of Hartford, Connecticut

No. 425229 $ 10,000.

Hereby Agrees to Pay to the assignee of this policy at its Home Office in the sum of TEN THOUSAND Dollars

then called the said insured upon receipt of due proof of the death of

EDWIN F. HAWORTH

of Kansas City County of Jackson

State of Missouri then called the insured (during the continuance of this policy or this Company will pay the said sum at the end of the policy year following next to age eighty-five of the insured if then living

This policy is issued and accepted subject to all the conditions, benefits and privileges described on the subsequent pages hereof, and which are hereby made a part of this contract.

In Witness Whereof the said Ætna Life Insurance Company has by its President and Secretary signed this contract in the City of Hartford and State of Connecticut this First day of June 1911

Secretary — President

PARTC L. 602

(reverse side)

Notice—This policy is pledged to the Ætna Life Insurance Company as security for a loan indebtedness. Particulars of same may be procured from the Home Office at Hartford, Conn.

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1 Consideration

The Foregoing Agreement *is made in consideration of the application for this policy, which application is hereby made a part of this contract, and in further consideration of the* **Annual** *premium of* **Two hundred eighty-seven** *and* 80 */* *100ths Dollars to be paid to the Company in advance at its Home Office or to its agent at or before five o'clock P. M. of the* **First** *day of* **June** *in each and every year during the continuance of this policy.*

2 Premiums when payable

3 Death beneficiary

The amount becoming due from the Company by reason of the death of the insured shall be payable to the death beneficiary as follows: **Cora M. Haworth, wife of the insured, if she survives the insured: otherwise, to the insured's** *executors, administrators or assigns, less any unpaid premium for the current policy year; and the amount due from the Company by reason of the maturity of the endowment, or the cash value or the loan value, or the dividends if paid during the lifetime of the insured, shall be payable to the party herein called the life beneficiary as follows:* **the insured** *and all such payments shall be subject to the rights herein granted for varying the provisions of this policy and to all loans made by the Company as herein provided and to any other indebtedness to the Company on account of this policy.*

4 Life beneficiary

5 Change of beneficiary

The beneficiary above designated may be changed before this policy matures as an endowment, provided the policy is not then assigned by the life beneficiary and is then returned to said Company with a request for such change duly signed by the life beneficiary alone, and such change shall take effect on endorsement of the same hereon by the Company

6 Premiums may be paid annually, semi-annually or quarterly

The Company will accept the premium payable for annual, semi-annual or quarterly periods, according to the published rates for such at the time this policy is issued, provided that before any change is made from the method of payment herein stipulated the policy shall be forwarded to the Home Office of the Company for proper endorsement

7 Conditions regarding payment of premiums

This policy shall not take effect until the first premium hereon shall have been actually paid during the good health of the insured, a receipt for which payment shall be the delivery of the policy. If any subsequent premium be not paid when due then this policy shall cease, subject to the values and privileges hereinafter described; except that a grace of thirty-one days, during which time the policy remains in full force, will be allowed for the payment of any premium, after the first, provided that with the payment of such premium interest at the rate of six per cent. per annum is also paid thereon for the days of grace taken; but for any reckoning herein named the time when a premium becomes due shall be the day herein stipulated therefor without grace.

No renewal premium shall be considered paid, except by the automatic premium loan hereinafter described unless a receipt shall be given therefor bearing the original or Lithographed signature of the Secretary or Assistant Secretary of this Company and countersigned by the agent.

8 Incontestable after one year

This policy constitutes the entire contract between the parties hereto and shall be incontestable after one year from its date of issue except for non-payment of premium; but if the age of the insured has been misstated the amount payable hereunder shall be such an amount as the premium paid would have purchased at this Company's published rate now in use for the correct age.

9 Statements of insured not Warranties

All statements made by the insured shall in the absence of fraud be deemed representations and not warranties and no such statement shall avoid the policy or be used in defence to a claim under it unless it is contained in the written application herefor and a copy of such application is endorsed upon or attached to this policy when issued.

10 Suicide

If the insured shall commit suicide within one year from the date hereof, while sane or insane, this policy shall be null and void.

11 Dividends

While this policy is in full force and no required premium is unpaid it shall share in the divisible surplus of the participating business of the Company until it becomes a claim, and the amount of the surplus accruing on the policy shall be determined and accounted for annually.

12 Application of Dividends

Such dividends shall be payable at the option of the life beneficiary by one of the following methods, provided that if no election is made the dividends will be applied in reduction of premium, or paid in cash if no premium is paid.

First Method: In reduction of the premium on this policy if the remainder of such premium is paid as herein required

Second Method: In cash.

Third Method: In paid-up additions to the insurance for an amount in each case bearing the same proportion to the amount of the dividend that the paid-up policy at that time shown in Table A bears to the corresponding cash value.

Fourth Method: In being left with the Company to accumulate at a rate of interest not less than three per cent. per annum. The dividends so accumulated, or any portion thereof, will be paid to the life beneficiary when desired during the lifetime of the insured, or, after the death of the insured, will be paid to the payee of the policy in addition to the sum insured; but no premium shall be construed as paid either wholly or in part by reason of dividends remaining with the Company.

13 Dividends may reduce the number of premiums or hasten the maturity of the policy

When such accumulated dividends and the cash value of dividend additions, if any, together with the cash value of this policy shown by Table A equal or exceed the single premium then required for a full-paid policy of the same amount on the same life and due at the same time, if this policy is surrendered to the Company a paid-up participating policy will be issued for the full sum insured, and said single premium shall be the same proportion of the sum insured that the cash value at that time bears to the corresponding paid-up policy, as shown in Table A herein; or, when such dividend values and the cash value shown by Table A together equal or exceed the sum insured hereby, the said sum insured shall then be payable.

14 Loans

After two full years premiums have been paid hereon, before default in the payment of premium, and before the policy becomes a claim, the Company will loan upon the sole security of this policy at six per cent. interest, payable annually in advance the whole, or, at the option of the borrower, any part of the cash value shown by Table A at the end of the current policy year and the cash value of dividend additions if any, less all indebtedness to the Company hereon and less also any unpaid portion of the premium and interest on the loan for the remainder of the current policy year. For the purpose of such loan the policy shall be returned to the Company together with a proper assignment of the same and said assignment may be executed by the life beneficiary alone, provided the interest of such beneficiary is not then assigned.

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15 Automatic premium loan

If a request for the automatic premium loan privilege has been signed by the life beneficiary and assignee, if any, and is received at the Company's Home Office together with this policy before default in the payment of premiums, such privilege will be endorsed hereon by the Company, and thereafter until a written revocation of said request has been duly filed with the Company the amount of any premium not paid in cash when due or within the days of grace less any dividend applicable thereon, will, without further action by the owners, be loaned by the Company in payment of such premium and charged as an indebtedness secured by this policy, subject to interest at the rate of six per cent. per annum as above described for loans, provided that the net loan value as above described is sufficient to pay the premium and interest then due.

16 When Insurance will terminate for non-payment of interest

Interest on any indebtedness hereon not paid when due shall be charged annually in advance as an indebtedness against the policy. Failure to pay any loan or interest due thereon will avoid this policy when the total indebtedness hereon to the Company shall equal or exceed the loan value at the time of such failure, but not before that time, nor until one month after notice of the same has been mailed by the Company to the last known address of the person to whom the loan was made and of the insured, and assignee, if any.

17 Values when no indebtedness

After two full years premiums have been paid hereon and default occurs in the payment of any subsequent premium if there is no indebtedness to the Company hereon the reserve under the sum insured hereby according to the American Experience Table of Mortality and three per cent. interest less not more than two and one-half per cent. of the sum insured will be applied, without action by the owner, to extend the sum insured as non-participating temporary insurance, but without the right to loans, during the time shown in the following Table A, and at maturity of the endowment term if the insured is then living the Company will also pay in cash the amount, if any, shown by said table under the title of Pure Endowment and the amount of dividend additions if any. Or if requested by the life beneficiary and if this policy is surrendered to the Company within two months after the first unpaid premium becomes due the same part of the reserve will be applied to the purchase of a paid-up non-participating stock policy for the amount shown by Table A. Or under the conditions applicable to the issue of the paid-up policy above described, or after all premiums required hereon have been paid, the Company will pay for the surrender hereof a cash value at least equal to the sum which would otherwise be applicable to the purchase of the extended or paid-up insurance above provided, the amount of which is also shown by Table A. The paid-up policy or the extended insurance above provided, after having been in force two months or more, will be entitled to a cash value of as large a percentage of the reserve then existing as is herein provided for the cash value of this policy at time of default in premium payments and the paid-up policy will be entitled to a loan equal to the cash value upon the conditions herein prescribed for a loan under this policy.

Extension

Paid-up Policy

Cash Value

18 Values when indebtedness exists

If there is an indebtedness hereon to the Company when default occurs in the payment of any premium, the cash value above described will be reduced by the amount of such indebtedness; or the sum insured extended, and the pure endowment, if any, or the paid-up policy which may be issued, and the dividend additions, if any, will each be reduced in the proportion which such indebtedness bears to the total cash value.

Issued at Age 36

TABLE A.

The values shown in this table are for one thousand dollars of insurance at the end of the year for which the premium is paid when there is no indebtedness against the policy.

The entire loan value for the end of any policy year may be available during the same year if the premium for that year has been paid.

The cash value of dividend additions, if any, will be the same proportion of such additions that the cash value shown in the table at that time bears to the corresponding paid-up policy and will be paid as herein provided for the payment of dividends. The cash values shown in this table will be increased by the cash value of the dividend additions. The amount of dividend additions, if any, will be added to the tabular amount of the paid-up policy or to the amount extended as temporary insurance, and at the expiration of the extension term the cash value of the additions will be paid on surrender of the policy.

Semi-annual or Quarterly premiums paid in addition to payments for entire years will increase the cash value or the paid-up policy value or change the term of the extended insurance and the pure endowment if any, all shown in this table, in the same proportion as an entire year's premium.

At End of Year	Extended Insurance			Paid up Policy	Cash or Loan Value
	Yrs	Days	Pure Endt		
2	1	121	-	$ 27.	$ 12
3	3	1	-	61	27
4	4	247	-	93	43
5	6	115	-	126	59
6	7	313	-	159	76
7	9	101	-	190	93
8	10	151	-	222	110
9	11	220	-	253	128
10	12	191	-	284	147
11	13	105	-	314	165
12	13	338	-	344	185
13	14	155	-	373	205
14	14	305	-	402	224
15	15	57	-	430	245
16	15	117	-	456	264
17	15	153	-	479	283
18	15	169	-	502	303
19	15	169	-	526	323
20	15	148	-	549	343
25	14	256	-	651	444
30	13	202	-	737	545
35	-	-	-	-	-

19 Cash value in event of Permanent Total Disability

Twelve months after proof is received by the Company that from causes originating after the delivery of this policy, the insured has become wholly continuously and permanently disabled and will for life be unable to perform any work or conduct any business for compensation or profit, then in lieu of all other values, benefits or privileges herein provided, without further payment of premium, all premiums previously due having been paid, the Company will pay in full settlement of this policy upon request duly executed by the life beneficiary and assignee, if any, one-twentieth of the sum insured and dividend additions, if any, and will pay the same amount annually thereafter until twenty such payments in all have been made; or will pay the amount of annuity shown by the following table of annuities for the age of the insured at the last birthday preceding the receipt of such proof and the same amount annually thereafter during the lifetime of the insured provided that at every such annuity payment satisfactory proof is furnished that the insured is then living. Any indebtedness to the Company on account of this policy will reduce the amount of either of said annual payments in the same proportion that said indebtedness bears to three-fourths of the sum insured and dividend additions if any.

TABLE OF ANNUITIES FOR EACH

ONE THOUSAND DOLLARS IN THE SUM INSURED AND DIVIDEND ADDITIONS

Age	Annuity	Age	Annuity	Age	Annuity	Age	Annuity	Age	Annuity	Age	Annuity	Age	Annuity
16	$60	26	$66	36	$74	46	$87	56	$103	66	$128	76	$162
17	61	27	66	37	75	47	89	57	105	67	132	77	166
18	61	28	67	38	76	48	90	58	107	68	135	78	170
19	62	29	68	39	76	49	92	59	109	69	139	79	174
20	62	30	68	40	77	50	93	60	111	70	143	80	179
21	63	31	69	41	80	51	95	61	113	71	146	81	184
22	63	32	70	42	81	52	96	62	116	72	149	82	189
23	64	33	71	43	82	53	98	63	118	73	152	83	193
24	64	34	72	44	84	54	99	64	121	74	155	84	197
25	65	35	73	45	85	55	101	65	125	75	158	85	201

The Company will extend the privileges and benefits for permanent total disability above described to cover the irrecoverable loss of the entire sight of both eyes, or the total and permanent loss by removal or disease of the use of both hands or of both feet or of such loss of one hand and one foot all from causes originating after the delivery of this policy and before default in the payment of premium.

Any benefit for disability within the meaning of this policy is conditioned upon the Company being permitted to examine the insured when desired within one year after the receipt of the proof, and such benefit will not be included in the paid-up policy herein provided to be issued on default in payment of premium.

20 Reinstatement

Within five years after default in payment of premium, unless a cash value has been paid for the policy or the extension period has expired, or, if this policy has not been surrendered, it may be reinstated upon evidence of insurability satisfactory to the Company and by payment of arrears of premiums with interest at the rate of six per cent per annum and by reinstatement of whatever indebtedness to the Company existed hereon at the date of default with interest from that date.

21 Modes of paying the insurance

If the policy is not assigned by the life beneficiary the life beneficiary may elect, or the payee after the death of the insured without such election may elect, by written notice filed with the Home Office of the Company, before any payment on the sum insured has been made, to have the net sum payable by the Company under this policy either as a death claim, matured endowment or as a cash surrender value paid by one of the following modes in lieu of payment in one sum provided the one sum to which every such payee would otherwise be entitled Amounts to Five Hundred Dollars or more. Any mode of payment involving life instalments shall apply only to personal payees, the right of any payee contingent upon the death of a previous payee after the death of the insured shall be only such of the instalments certain as remain unpaid at the death of the last previous payee, and any election shall take effect only upon an endorsement of the same hereon by the Company. The first instalment of annuity by either of these modes will be paid when the one sum becomes payable as hereinbefore provided, and the remaining instalments will be payable annually thereafter on the anniversary of the payment of the first instalment.

Under the third, fourth and fifth modes the attained age of any payee will be reckoned, under a death claim, as that of the last birthday of such payee preceding the death of the insured; or in case of a matured endowment or cash surrender value, as that of the last birthday preceding the time when the sum assured or the value first became payable by the Company, and satisfactory evidence of the date of birth of the payee, or [illegible] may be furnished before the [illegible] commence

22
Sum may remain with Company at interest

FIRST. The payment annually in advance of three per cent [illegible] interest on the net sum payable, and the payment of the said sum at the death of the payee [illegible] said interest, if any, and unless otherwise elected [illegible] end of any year to require the payment of the principal sum or any portion thereof

23
Instalments for limited period

SECOND. The payment of equal annual instalments for a limited number of years. The amount of instalment for each one thousand dollars of the net sum payable is shown in TABLE B

TABLE B

5	$213.[illegible]
10	113.[illegible]
15	83.[illegible]
20	68.[illegible]
25	58.65
30	52.[illegible]
40	45.21

24
Instalments during life

THIRD. The payment of equal annual instalments for a fixed period of twenty-five years and for as many full years longer as the payee shall live. The amount of instalment for each one thousand dollars in the net sum payable is shown in table C opposite the attained age of the payee

25
Life annuity

FOURTH. The payment of equal annual instalments for as many full years as the payee shall live and no longer. The amount of instalment for each one thousand dollars in the net sum payable is shown in table D opposite the attained age of the payee.

TABLE C

Age of Payee	Amount of Instalment	Age of Payee	Amount of Instalment
0	$34.[illegible]	38	$48.10
1	39.07	39	48.[illegible]
2	39.[illegible]	40	48.65
3	39.23	41	49.[illegible]
4	39.35	42	49.[illegible]
5	39.49	43	50.30
6	39.65	44	50.76
7	39.81	45	51.22
8	39.97	46	51.69
9	40.14	47	52.16
10	40.33	48	52.62
11	40.51	49	53.08
12	40.68	50	53.53
13	40.85	51	53.98
14	41.03	52	54.42
15	41.22	53	54.84
16	41.41	54	55.25
17	41.62	55	55.63
18	41.83	56	56.00
19	42.05	57	56.35
20	42.28	58	56.67
21	42.51	59	56.96
22	42.76	60	57.23
23	43.01	61	57.47
24	43.28	62	57.69
25	43.55	63	57.87
26	43.84	64	58.03
27	44.13	65	58.16
28	44.44	66	58.27
29	44.76	67	58.36
30	45.08	68	58.44
31	45.42	69	58.51
32	45.77	70	58.55
33	46.13	71	58.58
34	46.50	72	58.58
35	46.89	73	58.60
36	47.28	74	58.62
37	47.68	75 and over	58.65

TABLE D

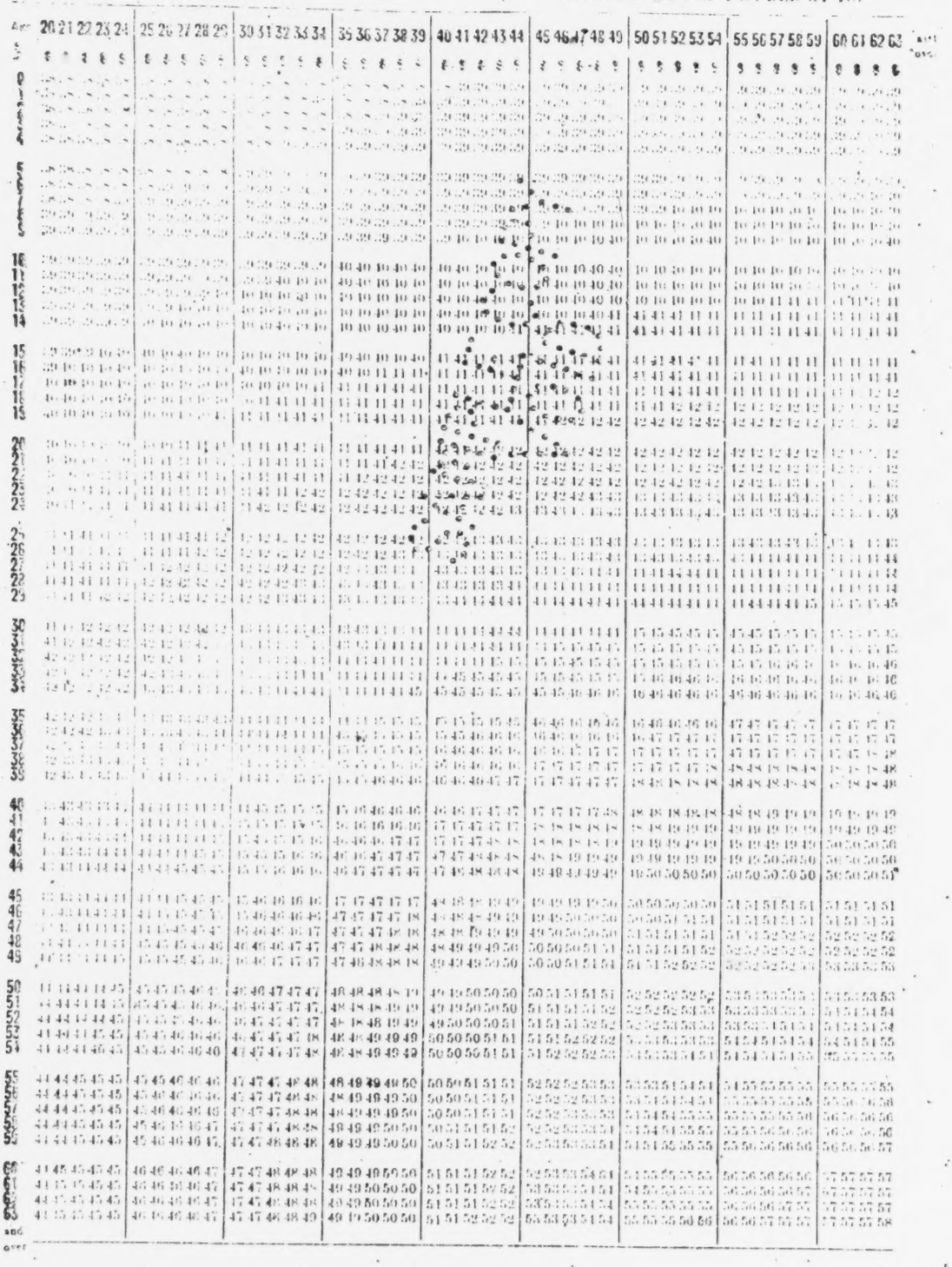
Age of Payee	Amount of Instalment	Age of Payee	Amount of Instalment
0	$40.[illegible]	43	$53.11
1	40.[illegible]	44	54.[illegible]
2	40.[illegible]	45	55.[illegible]
3	40.[illegible]	46	56.[illegible]
4	40.[illegible]	47	57.[illegible]
5	40.[illegible]	48	58.[illegible]
6	40.[illegible]	49	59.[illegible]
7	40.[illegible]	50	60.[illegible]
8	40.[illegible]	51	62.[illegible]
9	40.[illegible]	52	63.[illegible]
10	41.[illegible]	53	64.[illegible]
11	41.[illegible]	54	66.[illegible]
12	41.[illegible]	55	67.[illegible]
13	41.[illegible]	56	69.[illegible]
14	42.[illegible]	57	70.[illegible]
15	42.[illegible]	58	72.41
16	42.[illegible]	59	73.[illegible]
17	42.[illegible]	60	75.[illegible]
18	43.16	61	77.[illegible]
19	43.[illegible]	62	79.44
20	43.[illegible]	63	81.11
21	43.[illegible]	64	82.[illegible]
22	44.[illegible]	65	84.[illegible]
23	44.54	66	86.[illegible]
24	44.86	67	88.[illegible]
25	45.19	68	100.20
26	45.[illegible]	69	102.[illegible]
27	45.[illegible]	70	104.[illegible]
28	46.[illegible]	71	107.[illegible]
29	46.86	72	109.[illegible]
30	47.[illegible]	73	111.48
31	47.[illegible]	74	115.21
32	47.[illegible]	75	119.05
33	48.[illegible]	76	122.85
34	48.[illegible]	77	126.58
35	49.29	78	130.21
36	49.[illegible]	79	133.[illegible]
37	50.[illegible]	80	137.38
38	50.84	81	140.85
39	51.[illegible]	82	144.51
40	52.[illegible]	83	148.37
41	52.89	84	152.44
42	58.36	85 and over	156.74
			161.29
			166.11

26
Instalments during life of either the insured or beneficiary

FIFTH. If this policy becomes a claim as a matured endowment or for its cash value, the payment on the request of the life beneficiary, to the insured and one beneficiary jointly, and to the survivor, of equal annual instalments, for a fixed period of twenty-five years and for so many full years longer as they, or either of them, shall survive. The amount of instalment for each one thousand dollars in the net sum payable is shown in table F at the intersection of the figures for the attained ages of the insured and beneficiary

TABLE F

ATTAINED AGE OF BENEFICIARY AT SIDE — ATTAINED AGE OF INSURED AT TOP



27 **Instalments increased by dividends**

Under the above modes of paying the insurance all annual payments required by the first and second modes and the first twenty-five instalments stipulated in the third and fifth modes will be increased by such dividends as may thereafter be declared by the Company.

28 **How payable after death of payee**

Unless otherwise provided, any sum payable by the Company after the death of a payee under the first, second, third and fifth modes shall be payable to the executors, administrators or assigns of the payee.

29 **Supplementary contract**

When this policy becomes a claim, if an election has been made requiring payment by annual instalments, the policy shall, if required by the Company, be surrendered and a supplementary contract issued for the mode of payment elected.

30 **Commutation of instalments**

Unless otherwise elected the payee or payees under the second, third and fifth modes may at any time surrender the contract for the commuted value of the instalment payments yet to be made computed upon the same basis as the computations in the second mode, provided that no such commutation will be made under the third and fifth modes except after the death of the payee or payees occurring within the aforesaid twenty five year

31 **Assignments**

A duplicate of any assignment of this policy shall be filed at the Home Office of the Company, but in no case does the Company guarantee the validity of an assignment, and any claim against the Company arising under this policy made by an assignee, shall be subject to proof of interest and to any indebtedness to the Company hereon

32 **All agreements must be signed by an executive officer**

All agreements made by the Company are signed by its President, Vice President, Secretary, Assistant Secretary or Treasurer. No other person can alter or waive any of the conditions of this policy or make any agreements which shall be binding upon the Company

I hereby apply to the ÆTNA LIFE INSURANCE COMPANY for a contract of insurance upon my life, and I do hereby declare that I am in sound health and have no disease or ailment not fully set forth herein; that the statements and answers herein made and signed by me are complete and true, and I agree that they shall form a part of the contract or policy issued by said Company upon my life. I further agree that no statement or declaration made to any agent, examiner, or any other person and not contained in this application, shall be taken or considered as having been made to, or brought to the notice or knowledge of, said Company, or as charging it with any liability by reason thereof. I also acknowledge that all policies and agency contracts made by said Ætna Life Insurance Company are signed by one or more of its executive officers, and that no agent or other person not an executive officer can grant insurance or waive any condition of its policies or make any agreement which shall be binding upon said Company.

USE GOOD BLACK INK ONLY

1. a. What is your name? (Write in full your Christian name, not initials.) Catherine F Harvey Mc

b. What is your present occupation or employment? If more than one state all. (If a clerk, salesman, etc., state manufacturer or firm's name and business.) Supt State County Hospital

2. Do you contemplate changing your occupation, or traveling or residing south of the 32d degree or north of the 60th degree of north latitude? If so, state particulars. No

3. a. In what employments have you heretofore been engaged? Same for 5 yrs prior to that Housekeeping

b. Have you been, or are you now, employed in the Army or Navy? No

c. Are you, or have you ever been connected with the manufacture or sale of malt or spirituous liquors? If so, when, and how? No,

4. a. What is the Place and date of your Birth? St Joseph, Co Mo Year, 1872 Month, May Day, 16

b. What is your age next Birthday? 37 Years. c. Are you married? Yes

Street and Number | City or Town | County | State

5. a. Where do you reside? 2929 Main St Kansas City Jackson Mo.

b. What is your business address? " " " "

6. a. What kind of a Policy is desired? Life - participating - Dec. on age 65

b. Amount of Insurance $10000 $278.80 Annually.

c. Shall the premiums be payable during the whole term of Policy? Yes e. Premium $ Semi-Annually.

d. If not, during how many years shall the premiums be payable? $ Quarterly.

If a Participating Policy, the dividends unless otherwise requested shall reduce premiums or be paid in cash.

7. What is the Name, Residence and Relationship of the person to be benefited by this Policy in event of your death? (If not a near relative, state who interest the proposed person may have.) Cora Ill Hanson Wife

It is desired that the Policy be written with respect to the Beneficiary as nearly in accordance with the above request as the experience of the Company will suggest as being most likely to meet the requirements, and the acceptance of the Policy so written will be regarded as an acknowledgment that the Company has complied with the wishes of the applicant.

8. Have you personally employed or consulted any Physician during the last five years? If so, give names and residences of all. Dr Jno W Kepner, Kansas City Mo

10. a. What amount of insurance is now in force on your life, and in what Companies or Associations? None

b. Approximate dates of last insurance granted by each.

9. Has any proposal or application ever been made or submitted to any Company, Association, Agent or Physician, for which insurance on your life is now pending or has not been granted for the full amount or some kind as applied for? If so, state particulars, and name such Companies, Associations, Agents (or Physicians). No except Equitable

11. Has any Physician, Company, Association or Agent ever expressed an unfavorable opinion on your life with reference to life insurance or refused to reinstate insurance that had lapsed? If so, state particulars. Not to my knowledge

(Use this space for further explanations to the above questions if necessary.) Equitable 85 Iowa about 90 and Prudential no report

Dated May 26 1911 Witness C. E. Dailey Applicant sign here Catherine F Harvey

The Answers to the following questions are to be filled in by the EXAMINING PHYSICIAN who must see and witness the signature of the applicant below. If further explanation as to any of the following questions is given, IT MUST BE DISTINCTLY UNDERSTANDING AT THE TIME OF THE EXAMINATION, and noted by the number of the question to which the explanation applies. Use Good BLACK INK ONLY

12. FAMILY RECORD.

	LIVING Age?	Health?	DEAD Age?	Cause of Death?	Date of Death?
Father,	about		37	Bowel trouble	1880
Father's Father,			65	Unknown	
Father's Mother,			80	Old age	1897
Mother,			39	Consumption	1883
Mother's Father,			86	Dropsy	1910
Mother's Mother,			70	Dropsy	Unknown
Brothers,	one	46			
Sisters,	2		25	Consumption	1887
			2	Croup	1889

13. Have you ever had any of the following diseases? (Answer Yes or No opposite each. If Yes, state the date, duration and severity of each time you have had it.)

Abscess,	No	Consumption,	No	Enlargement of Veins,	No	Gravel,	No
Apoplexy,	No	Disease of the Heart,	No	Fits,	No	Habitual Headache,	No
Appendicitis,	No	Disease of Liver,	No	Fistula,	No	Hip Joint Disease,	No
Asthma,	No	Dropsy,	No	Gall Stone,	No	Jaundice,	No
Bronchitis (Chronic),	No	Enlargement of Glands,	No	Gout,	No	Neuralgia,	No
Paralysis,	No	Tumors,	No				
Rheumatism,	No	Ulcers,	No				
St. Vitus's Dance,	No	Venereal Disease,	No				
Spitting of Blood,	No	Vertigo,	No				
Syphilis,	No						

14. Have you had Inflammatory Rheumatism? If so, state severity and date of each attack. Mild

15. Are you subject to Dyspepsia, Dysentery, or Diarrhoea? No,

16. Have you had during the last seven years, any disease or severe sickness? If so, state the particulars of each case, and the name of the attending physician. No

17. Have you either gained or lost weight during the last five years? If so, state particulars. Gained 5 lbs in 5 years

18. Have you ever changed your residence on account of your health? If so, state particulars. No,

19. Have you during the last five years lived in the same house with any one suffering from consumption? If so, state particulars. No

20. Which parent do you resemble in height, weight and general characteristics. Father

21. Have you ever been intemperate in the use of either malt or spirituous liquors, or used any drug habitually? No,

22. Do you use either malt or spirituous liquors daily or nearly every day? If so, what is used and the approximate amount? No

23. Have you ever taken any cure or treatment for any habit? If so, what, and when? No,

Additional Questions to be answered when the Applicant is a Woman.

24. a. Are you married? b. How long married? c. Number of labors? d. Date of last labor?

25. a. Were labors normal? b. Have you miscarried and if so from what cause and at what dates? c. Are you now pregnant?

26. a. Is your menstruation regular and normal? b. Is there any organic disease of uterus or appendages, or is any suspected? c. Are there any tumors in the breasts or any other part of the body?

27. If a widow, state date and cause of husband's death?

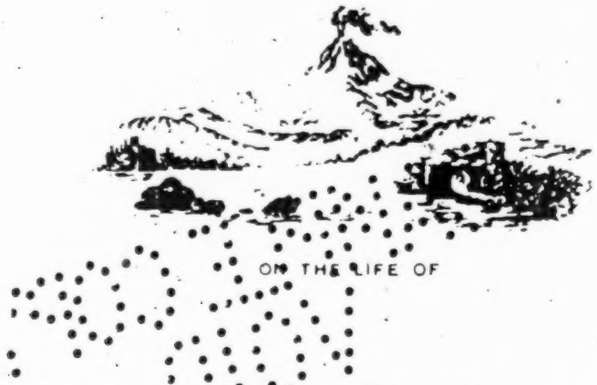
Dated at Kansas City Mo this 25 day of May 1911 Witness C. E. Dailey

IN PRESENCE OF Applicant sign here Catherine F Harvey

MEDICAL CERTIFICATE ON THE REVERSE OF THIS PAGE

No. 425229

ÆTNA LIFE
INSURANCE COMPANY
OF
HARTFORD, CONN.



ON THE LIFE OF

Edwin P. Haworth

SUM INSURED	$	10,000.
Annual PREMIUM	$	287.80
AGE		36
DATE		June 1, 1911

EXAMINED

PAYABLE AT DEATH OR AT END OF POLICY YEAR
FALLING NEAREST TO AGE 85
PREMIUMS PAYABLE DURING WHOLE TERM
ANNUAL DIVIDENDS

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Age 46 Years

The Ætna Life Insurance Company

of Hartford, Connecticut

No. 537284 $ 5000.

(herein called the Company)

"EXHIBIT B"

HEREBY AGREES TO PAY

FIVE THOUSAND DOLLARS

(herein called the sum insured) if EDWIN P. HAWORTH

of Kansas City County of Jackson State of Missouri (herein called the insured) is living at the end of the term of Thirty-nine years from the date hereof, or will pay the sum insured upon receipt at its Home Office of due proof of the prior death of the insured, and in either case this policy shall be surrendered to the Company.

This policy is issued and accepted subject to all the conditions, benefits and privileges described on the subsequent pages hereof, and which are hereby made a part of this contract.

IN WITNESS WHEREOF the *ÆTNA LIFE INSURANCE COMPANY* has by its President (or Vice-President) and Secretary (or Assistant Secretary) signed this contract in the City of Hartford and State of Connecticut this Ninth day of November 1921

James B. Skinner — *Secretary*

Robt Brainard — *President*

Registrar

PREMIUMS PAYABLE DURING 39 YEARS OR UNTIL PRIOR DEATH. INSURANCE PAYABLE AT DEATH OR AT END OF 39 YEARS. ANNUAL DIVIDENDS.

1500
6-18

P. C.

(reverse side)

This policy is pledged to the Aetna Life Insurance Company as security for a

Aetna Life Insurance Company

of Hartford, Connecticut

No. 537284 $ 5000.

(herein called the Company)

"EXHIBIT B"

HEREBY AGREES TO PAY

FIVE THOUSAND DOLLARS

(herein called the sum insured) if EDWIN P. HAWORTH

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Registrar

Chas. E. Beaumont — *President*

PREMIUMS PAYABLE DURING 39 YEARS OR UNTIL PRIOR DEATH. INSURANCE PAYABLE AT DEATH OR AT END OF 39 YEARS. ANNUAL DIVIDENDS.

1500
6-18

P. E.

(reverse side)

Notice—This policy is pledged to the Aetna Life Insurance Company as security for a loan indebtedness. Particulars of same may be procured from the Home Office at Hartford, Conn.

C. J. Moody

1 **Consideration**

The Foregoing Agreement *is made in consideration of the application for this policy, which application is hereby made a part of this contract and a copy of which is attached hereto, and in further consideration of the* annual *premium of* Two hundred twenty-one *and* 45/100ths *Dollars to be paid to the Company in advance at its Home Office or to its agent at or before five o'clock P. M. of the* Ninth *day of* November *in each and every year until* Thirty-nine *full years' premiums have been paid or until the prior death of the insured.*

2 **Premiums when payable**

The amount becoming due from the Company by reason of the death of the insured shall be payable to the death beneficiary as follows: Cora M. Haworth, wife of the insured, if she survives the insured; otherwise, to the insured's *executors, administrators or assigns, less any unpaid premium for the current policy year; and the amount due from the Company by reason of the maturity of the endowment, or the cash value or the loan value, or the dividends if paid during the lifetime of the insured, shall be payable to the life beneficiary as follows:* the insured *and all such payments shall be subject to the rights herein granted for varying the provisions of this policy and to any indebtedness to the Company on account of this policy, including all loans made by the Company, as herein provided.*

3 **Death beneficiary**

4 **Life beneficiary**

5 **Change of beneficiary**

Subject to any assignment hereof, the beneficiary of this policy may be changed as often as desired, and such change shall take effect on receipt at the Home Office of the Company, before the sum insured or any instalment thereof becomes due, of a request signed by the life beneficiary accompanied with the policy for proper endorsement.

6 **Premiums may be paid annually, semi-annually or quarterly**

The Company will accept the premium payable for annual, semi-annual or quarterly periods, according to its published rate for such at the time this policy is issued, provided that before any change is made from the method of payment herein stipulated the policy shall be forwarded to the Home Office of the Company for proper endorsement

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7 Conditions regarding payment of premiums

This policy shall not take effect until the first premium hereon shall have been actually paid during the good health of the insured, a receipt for which payment shall be the delivery of the policy. If any subsequent premium be not paid when due then this policy shall cease, subject to the values and privileges hereinafter described, except that a grace of thirty-one days, during which time the policy remains in full force, will be allowed for the payment of any premium after the first, provided that with the payment of such premium interest at the rate of six per cent. per annum is also paid thereon for the days of grace taken; but for any reckoning herein named the time when a premium becomes due shall be the day herein stipulated therefor without grace.

No renewal premium shall be considered paid unless a receipt shall be given therefor bearing the original or lithographed signature of the Secretary or Assistant Secretary of the Company and countersigned by the agent.

8 Incontestable after one year

This policy and the application herefor constitute the entire contract between the parties hereto and it shall be incontestable after one year from its date of issue except for non-payment of premium, but if the age of the insured has been misstated the amount payable hereunder shall be such an amount as the premium paid would have purchased at the Company's published rate now in use for the correct age.

9 Statements of insured not warranties

All statements made by the insured shall, in the absence of fraud, be deemed representations and not warranties, and no such statement shall avoid the policy or be used in defence to a claim under it unless it is contained in the written application herefor and a copy of such application is endorsed upon or attached to this policy when issued.

10 Suicide

If the insured shall commit suicide within one year from the date hereof, while sane or insane, this policy shall be null and void.

11 Dividends

Until this policy becomes a claim it shall be entitled to share in the divisible surplus of the participating business of the Company at the end of each policy year, and the amount of surplus accruing under it shall then be determined and accounted for, provided the insured is then living and there has been no default in the payment of premium.

12 Application of dividends

Such dividends shall be payable at the option of the life beneficiary by one of the following methods, provided that if no election is made the dividends will be paid in cash.

First Method: In reduction of the premium on this policy if the remainder of such premium is paid as herein required.

Second Method: In cash.

Third Method: In paid-up additions to the sum insured for an amount in each case bearing the same proportion to the amount of the dividend that the paid-up policy at that time shown in Table A bears to the corresponding cash value.

Fourth Method: In being left with the Company to accumulate at a rate of interest not less than three per cent. per annum. The dividends so accumulated, or any portion thereof, will be paid to the life beneficiary when desired during the lifetime of the insured; or after the death of the insured, will be paid to the payee of the policy in addition to the sum insured; but no premium shall be construed as paid, either wholly or in part, by reason of dividends remaining with the Company.

13 Dividends may reduce the number of premiums or hasten the maturity of the policy

When the total cash value of this policy, consisting of said accumulated dividends, the cash value of dividend additions, if any, and the cash value shown by Table A, less any indebtedness secured hereby, equals the net single premium for a policy of the same kind and amount as the sum insured, issued on the same life and due at the same time, a paid-up participating policy will be issued for the sum insured if this policy is then duly surrendered to the Company for that purpose. Said single premium will be the same proportion of the sum insured that the tabular cash value at that time bears to the corresponding paid-up policy shown by Table A. Or, when such total cash value equals the sum insured, it shall then be due and payable.

14 Loans

After two full years' premiums have been paid hereon, before default in the payment of premium, and before the policy becomes a claim, the Company will loan upon the sole security of this policy at six per cent. interest payable annually in advance the whole or, at the option of the borrower, any part of the cash value shown by Table A at the end of the current policy year, and the cash value of dividend additions if any, less all indebtedness to the Company hereon and less also any unpaid portion of the premium and interest on the loan for the remainder of the current policy year. For the purpose of such loan the policy shall be returned to the Company together with a proper assignment of the same and said assignment may be executed by the life beneficiary alone, provided the interest of such beneficiary is not then assigned.

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15 Automatic premium loan

If a request for the automatic premium loan privilege has been signed by the life beneficiary, and assignee if any, and is received at the Company's Home Office together with this policy before default in the payment of premium, such privilege will be endorsed hereon by the Company, and thereafter until a written revocation of said request signed by the life beneficiary, and assignee if any, has been endorsed hereon by the Company, the amount of any premium not paid in cash when due or within the days of grace, less any dividend applicable thereon, will, without further action by the owners, be loaned by the Company in payment of such premium and charged as an indebtedness secured by this policy, subject to interest at the rate of six per cent. per annum as above described for loans, provided that the net loan value as above described is sufficient to pay the premium and interest then due.

16 When insurance will terminate for non-payment of interest

Interest on any indebtedness hereon not paid when due shall be added to the principal and reckoned as a part thereof. Failure to pay any loan or interest due thereon will avoid this policy when the total indebtedness to the Company hereon shall equal or exceed the loan value at the time of such failure, but not before that time, nor until one month after notice of the same has been mailed by the Company to the last known address of the person to whom the loan was made and of the insured, and assignee if any.

17 Non Forfeiting values

The value of this policy to be applied as hereinafter provided shall be the reserve hereon, including that of dividend additions if any, according to the American Experience Table of Mortality and three per cent. interest, less a charge of not more than two and one-half per cent. of the sum insured (which charge will gradually decrease and after the fourteenth policy year will in no case exceed one-twentieth of one per cent. of the sum insured, and dividend additions if any), and less also any indebtedness to the Company secured by this policy.

Extended insurance

After two full years' premiums have been paid hereon and any subsequent premium becomes due and is unpaid the value above described will, without action by the owners, be applied to extend this policy as non-participating paid-up term insurance, without the right to loans, for the sum insured, and dividend additions if any, less any indebtedness to the Company hereon. If said value is more than sufficient to purchase such term insurance to the end of the endowment term of this policy the excess thereof will be applied in a like manner to the purchase of a non-participating pure endowment payable at the end of such endowment term if the insured is then living.

Paid-up policy

If requested by the life beneficiary, and assignee if any, and if this policy is surrendered to the Company within the first two months of such extended term insurance, said value will be applied to the purchase of a paid-up non-participating stock policy payable at the end of the endowment term of this policy, if the insured is then living, or at the prior death of the insured,

The period of term insurance or the amount of paid-up policy will be such as said value will purchase used as a net single premium at the attained age of the insured calculated by said table of mortality and rate of interest.

The extended term insurance, and the pure endowment if any, or the paid-up policy above provided will be entitled to a cash surrender value of the entire reserve existing thereon at the time of surrender according to said table of mortality and rate of interest, and the paid-up policy will be entitled to a loan equal to its cash value upon the conditions herein prescribed for a loan under this policy.

Cash surrender value

In lieu of the extended term insurance, and the pure endowment if any, or paid-up policy above provided the Company will, under the conditions applicable to the issue of said paid-up policy, pay said value in cash.

After two full years' premiums have been paid hereon, if any subsequent premium becomes due and is unpaid, the extended insurance shall not automatically apply, anything herein to the contrary notwithstanding, but the legal holder of this policy shall be entitled at any time unconditionally to the cash surrender value described herein, provided that if this policy has not been surrendered for its cash surrender value, the Company will, if so requested by the legal holder of this policy within three months after the time the first unpaid premium becomes due, apply said cash surrender value to purchase either the extended insurance or the paid-up policy described herein.

TABLE A

THIS TABLE SHOWS THE NON-FORFEITING VALUES ABOVE DESCRIBED AT THE END OF COMPLETED POLICY YEARS, FOR ONE THOUSAND DOLLARS OF THE SUM INSURED, WHEN THERE IS NO INDEBTEDNESS TO THE COMPANY SECURED BY THIS POLICY AND NO EXISTING DIVIDEND ADDITIONS. THE PAID-UP POLICY, THE CASH VALUE, AND THE PURE ENDOWMENT IF ANY, FOR INSURANCE OF A GREATER OR LESS AMOUNT THAN ONE THOUSAND DOLLARS WILL BE PROPORTIONATE. EACH FULL QUARTER OF A YEAR THAT HAS ELAPSED AFTER THE END OF ANY POLICY YEAR AND FOR WHICH QUARTER YEAR THE PREMIUM DUE HAS BEEN PAID WILL INCREASE THE CASH VALUE AND THE PAID-UP POLICY ONE-FOURTH OF THE INCREASE FOR THE FULL YEAR. THE TERM OF THE EXTENDED INSURANCE WILL BE RECKONED FROM THE TIME WHEN THE FIRST UNPAID PREMIUM BECOMES DUE AND WILL NOT VARY WITH THE AMOUNT OF THE INSURANCE.

NO DEDUCTION FROM THESE VALUES WILL BE MADE FOR A SURRENDER CHARGE.

Age 46

AT END OF YEAR	EXTENDED TERM INSURANCE			PAID-UP POLICY	CASH OR LOAN VALUE	AT END OF YEAR	EXTENDED TERM INSURANCE			PAID-UP POLICY	CASH OR LOAN VALUE
	Years	Days	Pure End't				Years	Days	Pure End't		
2	1	277	-	$ 40	$ 21	13	11	9	-	$442	$291
3	3	161	-	81	44	14	11	70	-	472	317
4	4	340	-	120	67	15	11	112	-	503	343
5	6	78	-	160	91	16	11	117	-	529	367
6	7	109	-	198	116	17	11	109	-	554	391
7	8	74	-	236	140	18	11	91	-	579	415
8	8	349	-	273	165	19	11	64	-	602	439
9	9	210	-	309	190	20	11	31	-	625	463
10	10	29	-	345	214	40	10	133	-	726	578
10	10	175	-	378	240	50	9	2	-	812	690
10	10	291	-	410	367						

[illegible] policy [illegible] shown in this table will be computed upon the [illegible] given.

This policy will [illegible] be payable in full as an Endowment at the end of the policy year falling nearest to age 85 of the insured if then living.

The entire loan value for the end of any policy year will be available during the same year if the premium for that year has been paid.

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Effect of dividend additions and indebtedness on non-forfeiting values shown by Table A

The cash value of dividend additions, if any, will be paid in addition to the cash value shown by Table A. The cash value shown by Table A will be decreased by the amount of any indebtedness. The paid-up policy shown by Table A will be increased by the amount of the dividend additions, if any, and decreased in the same proportion that any indebtedness bears to the cash value hereof.

The cash value of dividend additions, if any, will be the same proportion of such additions that the cash value shown in Table A at that time bears to the corresponding paid-up policy.

18 Reinstatement

Within five years after default in any premium payment, if this policy has not been surrendered, it may be reinstated upon evidence of insurability satisfactory to the Company and by payment of arrears of premiums with interest at the rate of six per cent. per annum, and by payment or reinstatement of whatever indebtedness to the Company existed hereon at the date of default with interest from that date.

19 Modes of paying the insurance

If the policy is not assigned by the life beneficiary the life beneficiary may elect, or the payee after the death of the insured without such election may elect, by written notice filed at the Home Office of the Company, before any payment on the sum insured has been made, to have the net sum payable by the Company under this policy either as a death claim, matured endowment or as a cash surrender value, paid by one of the following modes in lieu of payment in one sum, provided that the one sum to which every such payee would otherwise be entitled amounts to Five Hundred Dollars or more. Any mode of payment involving life instalments shall apply only to personal payees, the right of any payee contingent upon the death of a previous payee after the death of the insured shall be only such of the instalments certain as remain unpaid at the death of the last previous payee, and any election shall take effect only upon an endorsement of the same hereon by the Company. The first instalment by either of these modes will be paid when the one sum becomes payable as hereinbefore provided.

Under the third mode the attained age of any payee will be reckoned, under a death claim, as that of the last birthday of such payee preceding the death of the insured; or in case of a matured endowment or cash surrender value, as that of the last birthday preceding the time when the sum insured or the value first became payable by the Company, and satisfactory evidence of the date of birth of the payee or payees must be furnished before the instalment payments commence.

20 Sum may remain with Company at interest

FIRST. The payment annually in advance of three per cent. interest on the net sum payable, and the payment of the said sum at the death of the payee, less the unearned part of said interest, if any; and unless otherwise elected the payee may at the end of any interest year require the payment of the principal sum or any portion thereof.

21 Instalments for limited period

SECOND. The payment of equal annual, semi-annual, quarterly or monthly instalments for a limited number of years. The amount of instalment for each one thousand dollars in the net sum payable is shown in Table B. Instalments for a greater or less amount than one thousand dollars will be proportionate.

TABLE B

TERM OF INSTALMENT PAYMENTS	AMOUNT OF INSTALMENT				TERM OF INSTALMENT PAYMENTS	AMOUNT OF INSTALMENT			
	ANNUAL	SEMI-ANNUAL	QUARTERLY	MONTHLY		ANNUAL	SEMI-ANNUAL	QUARTERLY	MONTHLY
YEARS					YEARS				
5	$213.90	$107.93	$54.23	$18.15	25	$58.65	$29.66	$14.89	$4.99
10	116.14	58.69	29.45	9.86	30	52.57	26.58	13.35	4.47
15	83.85	42.37	21.29	7.12	35	48.34	24.46	12.29	4.11
20	68.03	34.36	17.27	5.78	40	45.21	22.91	11.51	3.85

22 Instalments for fixed period and for life

THIRD. The payment of equal annual, semi-annual, quarterly or monthly instalments for a fixed period of years as shown in Table C and as long thereafter as the payee shall live. The amount of annual instalment for each one thousand dollars in the net sum payable is shown in Table C opposite the attained age of the payee. Annual instalments for a greater or less amount than one thousand dollars will be proportionate.

TABLE C

AGE ATTAINED BY PAYEE	ANNUAL INSTALMENT FOR 5 YEARS	ANNUAL INSTALMENT FOR 10 YEARS	ANNUAL INSTALMENT FOR 15 YEARS	ANNUAL INSTALMENT FOR 20 YEARS	AGE ATTAINED BY PAYEE	ANNUAL INSTALMENT FOR 5 YEARS	ANNUAL INSTALMENT FOR 10 YEARS	ANNUAL INSTALMENT FOR 15 YEARS	ANNUAL INSTALMENT FOR 20 YEARS
0	$39.91	$39.72	$39.50	$39.27	43	$54.79	$54.17	$53.18	$51.88
1	39.92	39.75	39.55	39.34	44	55.63	54.96	53.89	52.47
2	39.93	39.79	39.61	39.42	45	56.52	55.79	54.62	53.07
3	39.95	39.84	39.68	39.51	46	57.45	56.65	55.38	53.69
4	40.05	39.94	39.78	39.63	47	58.43	57.56	56.17	54.33
5	40.19	40.08	39.92	39.78	48	59.47	58.51	56.98	54.98
6	40.34	40.24	40.08	39.93	49	60.57	59.51	57.83	55.64
7	40.52	40.41	40.25	40.11	50	61.72	60.56	58.71	56.31
8	40.70	40.60	40.44	40.28	51	62.94	61.66	59.62	56.99
9	40.90	40.80	40.65	40.47	52	64.22	62.80	60.55	57.67
10	41.37	41.20	40.96	40.67	53	65.58	64.00	61.51	58.36
11	41.55	41.38	41.13	40.84	54	67.02	65.26	62.50	59.04
12	41.74	41.56	41.31	41.01	55	68.54	66.57	63.51	59.72
13	41.93	41.75	41.50	41.19	56	70.14	67.94	64.54	60.40
14	42.13	41.95	41.70	41.38	57	71.83	69.36	65.59	61.06
15	42.34	42.16	41.90	41.58	58	73.62	70.85	66.66	61.71
16	42.56	42.38	42.11	41.78	59	75.52	72.40	67.74	62.35
17	42.80	42.61	42.33	41.99	60	77.52	74.00	68.83	62.95
18	43.04	42.84	42.56	42.22	61	79.64	75.66	69.92	63.54
19	43.29	43.09	42.80	42.45	62	81.88	77.38	71.00	64.09
20	43.55	43.35	43.05	42.69	63	84.24	79.15	72.08	64.61
21	43.83	43.62	43.31	42.94	64	86.74	80.97	73.14	65.09
22	44.12	43.90	43.59	43.20	65	89.38	82.84	74.18	65.53
23	44.42	44.20	43.88	43.47	66	92.16	84.75	75.19	65.93
24	44.74	44.51	44.18	43.76	67	95.10	86.69	76.16	66.29
25	45.07	44.84	44.49	44.05	68	98.20	88.65	77.09	66.61
26	45.42	45.18	44.82	44.36	69	101.46	90.64	77.97	66.89
27	45.78	45.53	45.17	44.68	70	104.89	92.62	78.79	67.12
28	46.17	45.90	45.53	45.02	71	108.49	94.60	79.55	67.32
29	46.57	46.29	45.90	45.37	72	112.26	96.55	80.24	67.48
30	46.98	46.70	46.28	45.73	73	116.20	98.47	80.86	67.61
31	47.42	47.13	46.68	46.10	74	120.32	100.34	81.42	67.72
32	47.89	47.58	47.10	46.49	75	124.60	102.15	81.90	67.80
33	48.37	48.05	47.54	46.90	76	129.03	103.87	82.32	67.86
34	48.88	48.54	48.01	47.32	77	133.62	105.50	82.68	67.90
35	49.41	49.05	48.49	47.76	78	138.33	107.02	82.97	67.93
36	49.98	49.59	48.99	48.22	79	143.16	108.42	83.21	67.95
37	50.56	50.16	49.52	48.69	80	148.08	109.70	83.39	68.03
38	51.18	50.75	50.07	49.18	81	153.05	110.35	83.54	Ages 81 and over same as age 80
39	51.83	51.37	50.64	49.68	82	158.05	111.86	83.65	
40	52.52	52.02	51.24	50.20	83	163.04	112.74	83.73	
41	53.24	52.71	51.86	50.74	84	167.97	113.49	83.79	
42	53.99	53.42	52.51	51.30	85 and over	172.81	114.12	83.85	

Note: To determine the semi-annual, quarterly or monthly instalments under the Third Mode multiply the annual instalment by decimal:
.508 for semi-annual instalments.
.255 for quarterly instalments.
.085 for monthly instalments.

28 Interest dividends

Under the first and second modes of paying the insurance, and under that part of the third mode providing for payments within the fixed period of years elected, the Company will pay annually in cash such interest dividends as may thereafter be declared.

24 How payable after death of payee

Unless otherwise provided, any sum payable by the Company after the death of a payee under either mode shall be payable to the executors, administrators or assigns of the payee.

25 Supplementary contract

When this policy becomes a claim, if an election has been made requiring payment by instalments, the policy shall, if required by the Company, be surrendered and a supplementary contract issued for the mode of payment elected.

26 Commutation of instalments

Unless otherwise elected the payee or payees under the second and third modes, may at any time surrender the contract for the commuted value of the instalment payments yet to be made, computed upon the same basis as the computations in the second mode, provided that no such commutation will be made under the third mode except after the death of the payee or payees occurring within the fixed period of years elected.

27 Assignments

No assignment of this policy shall be binding upon the Company until the original or a duplicate thereof is filed at its Home Office. The Company does not assume any responsibility for the validity of an assignment.

28 All agreements must be signed by an executive officer

All agreements made by the Company are signed by its President, Vice-President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer. No other person can alter or waive any of the conditions of this policy or make any agreement which shall be binding upon the Company.

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If the death of the insured occurs before the first anniversary of the date of this policy which follows the age of seventy years, ~~and before a payment under the permanent total disability provision, if any, has become due or before the ninety days allowed~~, all premiums previously due having been paid, and such death results directly and independently of all other causes from bodily injuries effected solely through external, violent and accidental means within ninety days from the occurrence of such accident, and if such accident is evidenced by a visible contusion or wound on the exterior of the body (except in case of drowning and internal injuries revealed by an autopsy), and if such death does not result from suicide, while sane or insane, nor from military or naval service in time of war, nor from an aeronautic flight or submarine descent nor directly or indirectly from disease in any form, then the Company will pay a sum equal to the sum described in this policy as the sum insured in addition thereto.

Each premium required for this policy includes Six and 25/100ths Dollars for the Double Indemnity provision above described, but in no event will the Double Indemnity part of said premium be required after such provision terminates.

The above provision for Double Indemnity may be annulled upon written request of the life beneficiary, and assignee if any, and the return of this policy for proper endorsement.

This provision is a part of Policy No. 537284 issued by the ÆTNA LIFE INSURANCE COMPANY on the life of

Edwin P. Haworth

Hartford, Conn., this 9th day of November, 19 21

ÆTNA LIFE INSURANCE COMPANY

James B. Sumner
Secretary.

Registrar

DOUBLE INDEMNITY FOR FATAL ACCIDENT AS HEREIN DESCRIBED.

Form No. 1321-A

41

If the insured becomes wholly, continuously and permanently disabled and will for life be unable to perform any work or conduct any business for compensation or profit, or has met with the irrecoverable loss of the entire sight of both eyes, or the total and permanent loss by removal or disease of the use of both hands or of both feet, or of such loss of one hand and one foot, and satisfactory evidence of such disability is received at the Home Office of the Company before the sum insured or any instalment thereof becomes payable, the Company will, upon the acceptance of such proof, if all premiums previously due have been paid, waive the payment of all premiums falling due thereafter during such disability; and if such disability existed before the insured attained the age of sixty years, the Company will immediately pay to the life beneficiary the sum of ten dollars for each thousand dollars of the sum insured and will pay the same sum on the same day of every month thereafter during the lifetime and during such disability of the insured.

Any premium waived or monthly payment made by the Company on account of this provision will not be deducted from any settlement under this policy, and the sum insured and loan and cash surrender value will be for the same amount as if the premiums waived had been paid in cash.

The foregoing benefits for disability are conditioned upon the representatives of the Company being permitted to examine the insured before the acceptance of proof and during twelve months thereafter.

If the insured recovers from the permanent total disability above described, the benefits herein provided will immediately cease and the policy will continue as if no disability had been incurred if the premiums falling due after such recovery are paid when due.

The consideration for this provision is an additional premium of Thirteen and 55/100ths Dollars, which consideration is included in the premium named in this policy, but will be reduced to [illegible] and 05/100ths Dollars after the insured attains the age of sixty years.

(NOTE—If on surrender of this policy at the end of the endowment term after disability payments commence, the Company will issue a supplementary contract providing for the continuance of the required disability payments during the lifetime and during the disability of the insured.)

The above provision for permanent total disability may be annulled upon written request of the life beneficiary, and assignee if any, and the return of this policy for proper endorsement, and the premium thereafter required for this policy will be reduced by the consideration charged for such provision.

This provision is a part of Policy No. 537284 issued by the ETNA LIFE INSURANCE COMPANY on the life of

Edwin L. Haworth

Dated at Conn., this 9th day of November 19 21

ETNA LIFE INSURANCE COMPANY,

James B. Skinner
Secretary.

Registrar.

PERMANENT TOTAL DISABILITY PROVISION—WAIVER OF PREMIUMS--MONTHLY INCOME FOR LIFE IF DISABILITY OCCURS BEFORE AGE SIXTY--FULL INSURANCE PAYABLE AT DEATH OR MATURITY.

Form No. 1582
ENDT. P. OR N.P.
2-'21

THIS COPY OF THE APPLICATION

should be carefully examined and if any error or omission is found the policy should be returned immediately to the Home Office of the Company for correction.

30206-531284

Page 1.

Form No. 2. Application Ed. March, 1906

EXECUTIVE OFFICERS

PRESIDENT
VICE-PRESIDENT
SECRETARY
ASST. SECRETARY
TREASURER
ASST. TREASURER

I hereby apply to the ÆTNA LIFE INSURANCE COMPANY for a contract of insurance upon my life, and I do hereby declare that I am in sound health and have no disease or ailment not fully set forth herein; that the statements and answers herein made and signed by me are complete and true, and I agree that they shall form a part of the contract or policy issued by said Company upon my life. I further agree that no statement or declaration made to any agent, examiner, or any other person, and not contained in this application, shall be taken or considered as having been made to, or brought to the notice or knowledge of said Company, or as charging it with any liability by reason thereof. I also acknowledge that all policies and agreements made by said Ætna Life Insurance Company are signed by one or more of its executive officers, and that no agent or other person not an executive officer can grant insurance, or waive any condition of its policies, or make any agreement which shall be binding upon said Company.

USE GOOD BLACK INK ONLY

1 a. What is your name? (*Write Plainly Christian name in full.*) Edwin P. Haworth

b. Are you married? Yes c. Age next Birthday? 49 Years.

d. Place of birth? St. Joseph, Mo. (*City or Town*) (*State-Country*)

e. Date of your birth? Month May Day 10 Year 1858

2 a. Residence? 6047 Summit K.C. Mo. (*If in country state Section and Miles to nearest Village or Post Office—giving name*) (*City or Town*) (*Street and No. or R. F. D. No.*) Jackson (*County*) Mo (*State*)

b. Have you lived there for three years? 5 If not, where?

c. What is your business address? (*If other than residence.*) 3005 Main St. K.C. Mo. 2927 Main St

3 a. What is your present occupation? (*If more than one, state all; if a clerk, salesman, merchant, manufacturer, mechanic or laborer, state class of goods sold, manufactured or handled.*) Owner & Mgr. of Hospital

b. If employed, state name of employer and location of employment? Self 16 yrs.

c. In what occupations have you heretofore been engaged?

d. Have you ever taken an Aerial flight? No g. Do you contemplate such flight? No

e. Are you employed in the Army or Navy? No h. Do you contemplate such service? No

f. Are you now, or have you ever been connected with the manufacture or sale of malt or spirituous liquors? (*If so, when and how?*) No

4 a. Do you contemplate changing your occupation? (*If so, state particulars.*) No

b. Do you contemplate traveling to or residing in any foreign country? (*If so, state particulars.*) No

5 a. State kind of policy desired. (*Also whether Partic. or Non-Partic.*) Part Ord Life - Non Pt

b. Amount of Insurance $ 10,000 To be issued Including Rider & Dd

c. Premium $ 221.45 Annually

(*If a Participating Policy, the dividends unless otherwise requested shall reduce the premiums or be paid in cash.*)

6 What is the Name, Residence, and Relationship, or insurable interest, of the person to be benefited by this Policy in event of your death?

Cora M. Haworth Wife

It is desired that the Policy be written with respect to the Beneficiary as nearly in accordance with the above request as the experience of the Company will suggest as being most likely to meet the requirements, and the acceptance of the Policy so written will be regarded as an acknowledgment that the Company has complied with the wishes of the applicant.

7 Have you personally employed or consulted any Physician during the last five years? (*If so, give names and residences of all and state for what cause.*) Dr. Wm. Warner & K.C. Mo. Bowel trouble - Completely cured.

8 Has any proposal or application ever been made or submitted to any Company, Association, Agent or Physician, for which insurance on your life is now pending or has not been granted for the full amount, and of the same kind then applied for? (*If so, state particulars and the names of all such Companies, Associations, Agents or Physicians.*) No

9 a. What amount of insurance is now in force on your life, and in what Companies or Associations? 10,000 Ætna Pol. # 425329

b. Approximate dates of last insurance granted by each 1911

10 Has any Physician, Company, Association or Agent ever expressed an unfavorable opinion on your life with reference to life insurance or refused to reinstate insurance that has lapsed? (*If so, state particulars.*) No

(*Use this space, if necessary, in further explanation of the answers to any of the above questions.*)

Dated at K.C. Mo. Nov. 5 1911 Witness R. B. Warner Applicant's sign here Edwin P. Haworth

(*Under the Law of Missouri, Section [illegible] Revised Statutes, 1909, it is unlawful to write the signature of the applicant for insurance upon any application for insurance, or to procure the signature of the applicant thereto, by the use of any device whatsoever, or by making any mark other than the usual signature, UNLESS THE PERSON SO SIGNING SHALL AT THE TIME SIGN HIS NAME IN THE PRESENCE OF AT LEAST ONE WITNESS, who shall write his name as a witness to the signature.*)

Use Good BLACK INK ONLY

FAMILY RECORD.	LIVING. Age?	Health?	DEAD. Age?	Cause of Death?	Date of Death?
Father,			57	Accident	1880
Father's Father,			84	Don't know	
Father's Mother,			86	Don't know	
Mother,			34	Consumption	1883
Mother's Father,			76	Don't know	
Mother's Mother,			70	Don't know	

	LIVING. Age?	Health?	DEAD. Age?	Cause of Death?	Date of Death?
Brothers, 0					
Sisters 2			2	Croup	

12. Have you ever had any of the following diseases? (*Answer Yes or No opposite each. If yes, state the date, duration and severity of illness with full particulars.*)

Abscess,	No	Consumption,	No	Enlargement of Veins,	No	Gout,	No
Apoplexy,	No	Disease of the Heart,	No	Fits,	No	Gravel,	No
Appendicitis,	Yes	Disease of Liver,	No	Fistula,	No	Habitual Headache,	No
Asthma,	No	Dropsy,	No	Gall Stone,	No	Hip Joint Disease,	No
Bronchitis (Chronic),	No	Enlargement of Glands,	No	Goitre,	No	Jaundice,	No

Neuralgia,	No	Tumors,	No		
Paralysis,	No	Ulcers,	No		
Pellagra,	No	Vertigo,	No		
St. Vitus' Dance,	No				
Spitting of Blood,	No				

13 Have you had Inflammatory Rheumatism? (*If so, state severity and date of each attack.*) No

14 Are you subject to Dyspepsia, Dysentery, or Diarrhoea? No

15 Have you had any disease or severe sickness during the last seven years? (*If so, state the particulars of each case, and the name of the attending physician.*) Pneumonia - May 1878.

16 Have you either gained or lost weight during the last five years? (*If so, state particulars.*) No

17 Have you ever changed your residence on account of your health? (*If so, state particulars.*) No

18 Have you during the last five years lived in the same house with any one suffering from consumption? (*If so, state particulars.*) No

19 Which parent do you resemble in height, weight, and general characteristics? Mother

20 Have you been intemperate in the use of either malt or spirituous liquors during the past ten years? No

21 Do you use either malt or spirituous liquors daily or nearly every day? No

22 How often, and in what quantity do you use either of them?

23 Have you used any drug habitually or occasionally? No

24 Have you ever taken any cure or treatment for any habit? (*If so, state what and when?*) No

(*Additional Questions to be answered by the Applicant, if a Woman.*)

25 a. Are you married? b. How long married? c. Number of labors? d. Date of last labor?

26 a. Were labors normal? b. Have you miscarried and if so from what cause and at what date? c. Are you now pregnant?

27 a. Is your menstruation regular and normal? b. Have you ever been treated for any disease of womb or ovaries? c. Are there any tumors in the breasts or any other part of the body?

28 If a widow, state date and cause of husband's death

Husband died 1902. Not married. No children.

Dated at K.C. Mo. this 5 day of Nov. 1911 Edwin P. Haworth

IN PRESENCE OF R. B. Warner (*Examining Physician.*) Applicant must sign here (*Write the Christian name in full.*)

MEDICAL CERTIFICATE ON THE REVERSE OF THIS PAGE

43

44

No. 537284

ÆTNA LIFE
INSURANCE COMPANY
OF
HARTFORD, CONN.

ON THE LIFE OF

Edwin P. Haworth

SUM INSURED $ 5000.

Annual PREMIUM $ 221.45

AGE 46

DATE November 9, 1921

EXAMINED BY

PREMIUMS PAYABLE DURING 30 YEARS OR UNTIL PRIOR DEATH. INSURANCE PAYABLE AT DEATH OR AT END OF 30 YEARS. ANNUAL DIVIDENDS.

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1500

Ætna Life Insurance Company

EXHIBIT C"

Hartford, Connecticut

No. N 760251 Age 53

(herein called the Company)

HEREBY AGREES TO PAY

TEN THOUSAND DOLLARS

(herein called the sum insured)

immediately upon receipt at its Home Office of due proof of the death of

EDWIN T. HAWORTH

(herein called the insured)

to the beneficiary, Cora M. Haworth, wife of the insured.

This policy is issued and accepted subject to all the conditions, benefits and privileges described on the following pages, which are hereby made a part of this contract.

IN WITNESS WHEREOF the *ÆTNA LIFE INSURANCE COMPANY* has caused this policy to be executed at Hartford, Connecticut, this Ninth day of October 1928

H. B. Colton
Assistant Secretary.

Chas. E. Beaumont
President.

(herein called the Company)

HEREBY AGREES TO PAY

TEN THOUSAND DOLLARS

(herein called the sum insured)

immediately upon receipt at its Home Office of due proof of the death of

EDWIN T. HAWORTH

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to the beneficiary, Cora M. Haworth, wife of the insured.

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IN WITNESS WHEREOF the *ÆTNA LIFE INSURANCE COMPANY* has caused this policy to be executed at Hartford, Connecticut, this Ninth day of October 1928

H. H. Pelton
Assistant Secretary.

Arthur Brainard
President.

C. S. Lundberg
Registrar.

PREMIUMS PAYABLE DURING lifetime of insured.

INSURANCE PAYABLE AT DEATH. NON-PARTICIPATING.

N. P. L.

3500
9-'28

(reverse side)

Notice—This policy is pledged to the Ætna Life Insurance Company as security for a loan indebtedness. Particulars of same may be procured from the Home Office at Hartford, Conn.

C. J. Moody

1
Premiums and when payable

The Foregoing Agreement *is made in consideration of the* Annual *premium of* Four hundred thirty-one *Dollars and* Forty *Cents to be paid to the Company on or before the* Ninth *day of* October *in each and every year* during the lifetime of the insured.

2
Who may borrow on the policy, receive cash values and exercise other privileges

During the lifetime of the insured, the right to receive all cash values, loans and other benefits accruing hereunder, to exercise all options and privileges described herein and to agree with the Company to any change in or amendment to this policy shall vest alone in the insured *(herein called the life owner), subject, however, to any assignment by said life owner.*

3
How beneficiary may be changed

The beneficiary may be changed as often as desired, and such change shall take effect on receipt at the Home Office of the Company, before the sum insured or any instalment thereof becomes due, of a written request accompanied by the policy for endorsement. If any beneficiary dies before the insured, the interest of such beneficiary shall vest in the life owner alone unless otherwise provided herein.

4
How premiums are payable

All premiums shall be paid in advance at the Home Office of the Company, or to its authorized agent, in exchange for a receipt signed by its Secretary or Assistant Secretary and countersigned by the agent. If any such premium is not paid when due, this policy shall cease, subject to the values and privileges hereinafter described; except that a grace

Grace period

of thirty-one days, during which the policy shall remain in full force, will be allowed for the payment of any premium after the first. If death occurs within the grace period, the premium, if unpaid, will be deducted from the amount payable hereunder.

This policy shall not become effective until the first premium upon it is paid during the good health of the insured.

5
How premiums may be paid annually, semi-annually or quarterly

The Company will accept premiums for annual, semi-annual or quarterly periods at its published rates at the time this policy is issued, provided that before any change is made due written request shall be made to the Company before the end of the grace period.

3500

6 How loans are made on the policy

The Company will make loans on the sole security of this policy, if there has been no default in payment of premium.

The loan may be for any amount which, with interest, shall not exceed the cash value in Table A for the end of the current policy year, less any unpaid premiums for such policy year. There is no loan value prior to the policy years for which values are shown in Table A.

Interest shall be at the rate of six per cent. per annum payable at the end of each policy year.

A loan agreement satisfactory to the Company shall be executed and sent with the policy to the Company at its Home Office. The Company will return the policy after proper endorsement.

The whole or any part of the loan may be repaid at any time.

If interest is not paid when due it shall be added to the principal and bear interest at the same rate, provided the total indebtedness shall be within the limit secured by the cash surrender value of the policy. Otherwise, non-payment of interest will render the policy null and void thirty-one days after notice shall have been mailed by the Company to the last known addresses of the life owner, of the insured and of any assignee of record at the Home Office of the Company.

Any indebtedness to the Company on account of or secured by this policy shall be deducted from any settlement hereunder.

7 Non-forfeiting values

After three full years' premiums have been paid hereon and within three months after the due date of any unpaid premium, one of the following options may be elected by filing a written request with the Company at its Home Office accompanied by the policy.

Cash value

(a) To surrender the policy for the cash value set forth in Table A, less any indebtedness.

Paid-up insurance

(b) To have the policy continued as non-participating paid-up insurance, payable at the same time and under the same conditions as this policy, in the amount set forth in Table A; but any indebtedness on the policy will reduce the amount of paid-up insurance in such proportion as the indebtedness bears to the cash value at the due date of the premium defaulted.

Extended insurance

(c) To have the insurance continued as extended term insurance from the due date of the premium defaulted for the sum insured for the number of years and days set forth in Table A; except that if there is any indebtedness against the policy the extended term insurance shall be for the sum insured less the indebtedness and for such a period as the cash value less the indebtedness will purchase according to the American Experience Table of Mortality and three and one-half per cent. interest.

Automatic extended insurance on failure to pay a premium

On default in payment of premium, if no one of the above options has been elected, the insurance will be continued automatically as extended term insurance under option (c).

The values of these options are mathematical equivalents calculated on the basis of the American Experience Table of Mortality with interest at three and one-half per cent. per annum. The reserve for which funds are to be held upon this policy shall be computed on the basis of the same mortality table with the same rate of interest by the full net level premium method. The cash value is equal to the reserve for the sum insured less a surrender charge of not more than two and one-half per cent. of the sum insured. This surrender charge gradually decreases, and at the end of the fifteenth year and thereafter the cash value is the full reserve taken to the nearest dollar for each one thousand dollars of insurance.

Paid-up insurance or extended term insurance under this policy may be surrendered at any time for a cash value consisting of the reserve held therefor. Paid-up insurance will be entitled to a loan equal to its cash value upon the conditions herein prescribed for a loan upon this policy.

TABLE A

NON-FORFEITING VALUES FOR EACH $1,000 OF SUM INSURED.

THIS TABLE SHOWS THE NON-FORFEITING VALUES ABOVE DESCRIBED AT THE END OF CERTAIN POLICY YEARS. VALUES FOR INTERMEDIATE OR LATER PERIODS WILL BE COMPUTED UPON THE SAME BASIS AND QUOTED UPON REQUEST.

THE PAID-UP INSURANCE AND CASH VALUES FOR A SUM INSURED GREATER OR LESS THAN $1,000 WILL BE PROPORTIONATE. THE TERM OF THE EXTENDED TERM INSURANCE WILL BE RECKONED FROM THE DUE DATE OF THE UNPAID PREMIUM AND WILL BE THE SAME FOR ANY SUM INSURED.

INDEBTEDNESS WILL AFFECT THE VALUES AS ABOVE DESCRIBED

Life — **Issued at Age 53**

AT END OF YEAR	EXTENDED TERM INSURANCE Years	Days	PAID-UP POLICY	CASH OR LOAN VALUE	AT END OF YEAR	EXTENDED TERM INSURANCE Years	Days	PAID-UP POLICY	CASH OR LOAN VALUE
3	2	275	$93	$54	13	7	334	$475	$333
4	3	307	137	81	14	8	9	507	361
5	4	270	180	109	15	8	104	548	397
6	5	181	222	136	16	8	98	574	422
7	6	11	262	165	17	8	83	598	447
8	6	229	301	192	18	8	59	621	471
9	7	8	338	220	19	8	24	643	495
10	7	127	375	249	20	7	346	665	518
11	7	216	409	276	25	7	25	758	630
12	7	282	443	305	30	5	245	836	733

Values provided for in the policy and not shown in this table will be computed upon the same basis as those given.

The entire loan value for the end of any policy year will be available during the same year if the premium for that year has been paid.

8 Automatic premium loan

If due written request for the operation of this provision has been filed at the Home Office of the Company before default in payment of premium, thereafter until a written revocation of said request has been filed with the Company, the amount of any premium not paid before the end of the grace period will automatically be loaned by the Company in payment of such premium and charged as an indebtedness secured by this policy, subject to interest at the rate of six per cent. per annum as prescribed for loans, provided that the total indebtedness hereunder will then be within the loan value described in Section 6. If the loan value is insufficient to cover the whole premium, the Company will loan a pro rata premium for as long a period as the loan value will allow. At the end of such period, if the balance of the premium be not paid, this policy shall cease; subject, however, to thirty-one days' notice as provided in Section 6 hereof.

While this policy is continued in force, as above, the whole or any part of the indebtedness may be repaid and payment of premiums may be resumed at any time without furnishing evidence of the good health of the insured.

9. How policy may be reinstated

Within five years after default in any premium payment, if this policy has not been surrendered, it may be reinstated upon evidence of insurability satisfactory to the Company and by payment of arrears of premiums with interest at the rate of six per cent. per annum, and by payment or reinstatement of whatever indebtedness to the Company existed hereon at the date of default with interest from that date.

10 How insurance may be made payable in instalments if desired instead of in one sum

If it is so elected, the whole or any part of the net sum payable under this policy as a death claim or as a cash value will be paid under one of the modes described below instead of in one sum.

Election shall take effect on receipt at the Home Office of the Company, before the sum insured or any instalment thereof becomes due, of a written notice accompanied by the policy for endorsement.

In case no election has been made during the lifetime of the insured, the beneficiary may so elect after the death of the insured.

These modes of settlement are not applicable to a payee when the amount of each payment would be less than ten dollars.

If an election has been made requiring payment under one of these modes, the policy shall be surrendered, if required by the Company, when it becomes a claim, and a supplementary contract will then be issued for the mode elected.

Interest Payments

MODE 1. The payment of interest on the net sum payable, annually, semi-annually, quarterly or monthly at the end of each interest period. The amount of interest payment for each $1,000 of the net sum payable will be as follows:

Annual	$35.00	Quarterly	$8.64
Semi-annual	17.35	Monthly	2.87

At the death of the payee, the net sum payable with accrued interest will be paid to the executors or administrators of the payee, unless otherwise provided in the election.

3500

Instalments of fixed amount

MODE 2. The payment in advance of equal annual, semi-annual, quarterly or monthly instalments of any fixed amount specified in the election until the net sum payable, with interest thereon at three and one-half per cent. per annum and such excess interest as may be declared annually by the Company, is exhausted. At the death of the payee, the balance of the fund will be paid in one sum to the executors or administrators of the payee unless otherwise provided in the election.

Instalments for fixed period

MODE 3. The payment in advance of equal annual, semi-annual, quarterly or monthly instalments for a fixed period of years. The amount of instalment for each $1,000 of the net sum payable is shown in Table B.

TABLE B

TERM OF INSTALMENT PAYMENTS	AMOUNT OF INSTALMENT				TERM OF INSTALMENT PAYMENTS	AMOUNT OF INSTALMENT			
	ANNUAL	SEMI-ANNUAL	QUARTERLY	MONTHLY		ANNUAL	SEMI-ANNUAL	QUARTERLY	MONTHLY
YEARS					YEARS				
5	$213.90	$107.99	$54.23	$18.15	25	$58.65	$29.66	$14.89	$4.99
10	116.14	58.69	29.45	9.86	30	52.57	26.58	13.35	4.47
15	83.85	42.37	21.29	7.12	35	48.34	24.46	12.29	4.11
20	68.03	34.36	17.27	5.78	40	45.21	22.91	11.51	8.85

Instalments for fixed period and life thereafter

MODE 4. The payment in advance of equal annual, semi-annual, quarterly or monthly instalments for a fixed period of years and for as long thereafter as the payee lives. The amount of instalment for each $1,000 of the net sum payable is shown in Table C. The attained age of the payee shall be taken as of the birthday next before the day on which the first instalment becomes due.

TABLE C

AGE ATTAINED BY PAYEE	ANNUAL INSTALMENT FOR 5 YEARS	ANNUAL INSTALMENT FOR 10 YEARS	ANNUAL INSTALMENT FOR 15 YEARS	ANNUAL INSTALMENT FOR 20 YEARS	AGE ATTAINED BY PAYEE	ANNUAL INSTALMENT FOR 5 YEARS	ANNUAL INSTALMENT FOR 10 YEARS	ANNUAL INSTALMENT FOR 15 YEARS	ANNUAL INSTALMENT FOR 20 YEARS
0	$39.91	$39.72	$39.50	$39.27	43	$54.79	$54.17	$53.18	$51.88
1	39.92	39.75	39.55	39.34	44	55.63	54.96	53.89	52.47
2	39.93	39.79	39.61	39.42	45	56.52	55.79	54.62	53.07
3	39.95	39.84	39.68	39.51	46	57.45	56.65	55.38	53.69
4	40.05	39.94	39.78	39.63	47	58.43	57.56	56.17	54.33
5	40.19	40.08	39.92	39.78	48	59.47	58.51	56.98	54.98
6	40.34	40.24	40.08	39.93	49	60.57	59.51	57.83	55.64
7	40.52	40.41	40.25	40.11	50	61.72	60.56	58.71	56.31
8	40.70	40.60	40.44	40.28	51	62.94	61.66	59.62	56.99
9	40.90	40.80	40.65	40.47	52	64.22	62.80	60.55	57.67
10	41.37	41.20	40.96	40.67	53	65.58	64.00	61.51	58.36
11	41.55	41.38	41.13	40.84	54	67.02	65.26	62.50	59.04
12	41.74	41.56	41.31	41.01	55	68.54	66.57	63.51	59.72
13	41.93	41.75	41.50	41.19	56	70.14	67.94	64.54	60.40
14	42.13	41.95	41.70	41.38	57	71.83	69.36	65.59	61.06
15	42.34	42.16	41.90	41.58	58	73.62	70.85	66.66	61.71
16	42.56	42.38	42.11	41.78	59	75.52	72.40	67.74	62.35
17	42.80	42.61	42.33	41.99	60	77.52	74.00	68.83	62.95
18	43.04	42.84	42.56	42.22	61	79.64	75.66	69.92	63.54
19	43.29	43.09	42.80	42.45	62	81.88	77.38	71.00	64.09
20	43.55	43.35	43.05	42.69	63	84.24	79.15	72.08	64.61
21	43.83	43.62	43.31	42.94	64	86.74	80.97	73.14	65.09
22	44.12	43.90	43.59	43.20	65	89.38	82.84	74.18	65.53
23	44.42	44.20	43.88	43.47	66	92.16	84.75	75.19	65.93
24	44.74	44.51	44.18	43.76	67	95.10	86.69	76.16	66.29
25	45.07	44.84	44.49	44.05	68	98.20	88.65	77.09	66.61
26	45.42	45.18	44.82	44.36	69	101.46	90.64	77.97	66.89
27	45.78	45.53	45.17	44.68	70	104.89	92.62	78.79	67.12
28	46.17	45.90	45.53	45.02	71	108.49	94.60	79.55	67.32
29	46.57	46.29	45.90	45.37	72	112.26	96.55	80.24	67.48
30	46.98	46.70	46.28	45.73	73	116.20	98.47	80.86	67.61
31	47.42	47.13	46.68	46.10	74	120.32	100.34	81.42	67.72
32	47.89	47.58	47.10	46.49	75	124.60	102.15	81.90	67.80
33	48.37	48.05	47.54	46.90	76	129.03	103.87	82.32	67.86
34	48.88	48.54	48.01	47.32	77	133.62	105.50	82.68	67.90
35	49.41	49.05	48.49	47.76	78	138.33	107.02	82.97	67.93
36	49.98	49.59	48.99	48.22	79	143.16	108.42	83.21	67.95
37	50.56	50.16	49.52	48.69	80	148.08	109.70	83.39	68.03
38	51.18	50.75	50.07	49.18	81	153.05	110.85	83.54	Ages 81 and over same as age 80
39	51.83	51.37	50.64	49.68	82	158.05	111.88	83.65	
40	52.52	52.02	51.24	50.20	83	163.04	112.74	83.73	
41	53.24	52.71	51.86	50.74	84	167.97	113.49	83.79	
42	53.99	53.42	52.51	51.30	85 and over	172.81	114.12	83.85	

Note: To determine the semi-annual, quarterly or monthly instalments under the Fourth Mode multiply the annual instalment by decimal:
.506 for semi-annual instalments.
.256 for quarterly instalments.
.085 for monthly instalments.

Excess interest

The supplemental contract shall provide that in addition to any payments by the Company for a fixed period of years or to any interest payments as herein provided, payments of such excess interest as may be declared annually by the Company will be made.

Commutation of future payments

Unless otherwise provided in the election, the present value of any unpaid instalments under Modes 3 or 4, commuted on the basis of three and one-half per cent. interest per annum, will be paid in one sum at the death of the payee to the executors or administrators of the payee.

If it is specifically provided in the election, the payee may at any time withdraw under Mode 1 a part or all of the net sum payable, under Mode 2 the balance of the fund, or under Mode 3 the present value of the unpaid instalments commuted on the basis of three and one-half per cent. interest per annum.

All sums payable by the Company under this policy shall be payable at its Home Office. The sum insured will be payable under the terms hereof only upon receipt by the Company of this policy duly released.

11 Interest on death claim

Interest at the rate of three and one-half per cent. per annum, together with such excess interest as is then being declared in connection with the above modes of settlement, will be paid on the proceeds of this policy from the date of death of the insured to the date of settlement at the Home Office of the Company.

12 Statements in application are representations and not warranties

All statements made by the insured shall, in the absence of fraud, be deemed representations and not warranties, and no statement shall avoid the policy or be used in defense to a claim under it unless it is contained in the written application herefor and unless a copy of such application is attached hereto when issued.

13 Policy incontestable ~~after one year~~

This policy and the application herefor, a copy of which application is attached hereto and made a part hereof, constitute the entire contract between the parties hereto, and it shall be incontestable ~~after it has been in force during the lifetime of the insured for a period of one year~~ from its date of issue except for non-payment of premium.

Rule governing if age has been misstated

If the age of the insured has been misstated the amount payable hereunder shall be such an amount as the premium paid would have purchased at the Company's published rate now in use for the correct age. Age will be admitted on proof satisfactory to the Company.

~~14 Amount payable in event of suicide within one year~~

~~If the insured shall commit suicide within one year from the date hereof, while sane or insane, the Company will be liable only for an amount equal to the premiums paid in cash hereunder.~~

15 Policy non-participating

This policy shall not be entitled to share in the surplus earnings of the Company.

16 Assignments

No assignment of this policy shall be binding upon the Company unless and until the original or a duplicate thereof is filed at its Home Office. The Company does not assume any responsibility for the validity of an assignment.

17 All agreements must be signed by an executive officer

All agreements made by the Company are signed by its President, Vice-President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer. No other person can alter or waive any of the conditions of this policy, extend the time for paying a premium or make any agreement which shall be binding upon the Company.

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3500

DOUBLE INDEMNITY PROVISION

If the death of the insured occurs before default in payment of premium and before the first anniversary of the date of this policy which follows the age of seventy years, and such death results directly and independently of all other causes from bodily injuries effected solely through external, violent and accidental means within ninety days from the occurrence of such accident, and if such accident is evidenced by a visible contusion or wound on the exterior of the body (except in case of drowning and internal injuries revealed by an autopsy) and if such death does not result from suicide, while sane or insane, nor from military or naval service in time of war, nor from an aeronautic flight or submarine descent, nor directly or indirectly from disease in any form, then the Company will pay a sum equal to the sum described in this policy as the sum insured in addition thereto.

The consideration for this provision is an additional premium of Twelve Dollars and Fifty Cents, which consideration is included in the premium named in this policy, but such additional premium will not be required after this provision terminates.

The benefit herein described for death by accident will not be included in the paid-up insurance or extended term insurance granted on default in payment of premium.

This provision for double indemnity will be annulled upon written request of the life owner, and assignee if any, and the return of the policy for proper endorsement; thereafter the premium required for this policy will be reduced by the consideration charged for this provision.

This provision is attached to and a part of Policy No. N 760251 issued by the ÆTNA LIFE INSURANCE COMPANY on the life of

Edwin P. Haworth

Hartford, Conn., this 9th day of October, 1928

ÆTNA LIFE INSURANCE COMPANY,

C S Lundberg *Registrar.*

James B. Skinner *Secretary.*

DOUBLE INDEMNITY FOR FATAL ACCIDENT AS HEREIN DESCRIBED.

Form No. 3685
L. or S. Mat. after 70
1-'28

15

PERMANENT TOTAL DISABILITY PROVISION

If, before default in payment of premium and before attaining the age of sixty years, the insured becomes totally and permanently disabled by bodily injuries or disease and is thereby prevented from performing any work or conducting any business for compensation or profit, the following benefit will be available:

A waiver of the payment of premiums falling due during such disability.

If before attaining the age of sixty years the insured becomes totally disabled by bodily injuries or disease and is thereby prevented from performing any work or conducting any business for compensation or profit for a period of ninety consecutive days, then, if satisfactory evidence has not been previously furnished that such disability is permanent, such disability shall be presumed to be permanent. In such a case, the benefit shall accrue from the expiration of the said ninety days, but not from a date more than six months prior to the date that evidence of such disability satisfactory to the Company is received at its Home Office. No benefit shall accrue prior to the expiration of said ninety days unless during that period evidence satisfactory to the Company is received at its Home Office while the insured is living that the total disability will be permanent, in which event the benefit will accrue from the commencement of disability.

If the insured meets with the irrecoverable loss of the entire sight of both eyes, or the total and permanent loss of the use of both hands or of both feet, or of such loss of one hand and one foot, such loss shall be considered total and permanent disability within the meaning of this provision.

No benefit, however, will be allowed hereunder for disability resulting directly or indirectly on account of military or naval service by the insured in time of war.

The benefit under this provision is conditioned upon evidence of the continuance of total disability of the insured satisfactory to the Company being furnished when requested and upon the representatives of the Company being permitted to examine the insured at any time, but such evidence or examination shall not be required oftener than once a year after the expiration of two years from the acceptance of such evidence. If it shall appear to the Company that the insured is able to perform any work or conduct any business for compensation or profit after a claim has been allowed, then, except in case of the irrecoverable loss of the entire sight of both eyes, or the irrecoverable total and permanent loss of the use of both hands or of both feet, or of such loss of one hand and one foot, the disability benefit shall cease.

Premiums waived by the Company on account of this provision will not be deducted from any settlement under this policy, and the sum insured and loan and cash surrender values will be the same as if the premiums waived had been paid in cash.

The consideration for this provision is an additional premium of Fourteen Dollars and Seventy Cents, which consideration is included in the premium named in this policy, but such additional premium will not be required after the insured attains the age of sixty years.

This provision for permanent total disability will be annulled upon written request of the life owner, and assignee if any, and the return of the policy for proper endorsement; thereafter the premium required for this policy will be reduced by the consideration charged for this provision.

This provision is attached to and a part of Policy No. N 760251 issued by the ÆTNA LIFE INSURANCE COMPANY on the life of

Edwin P. Haworth

Hartford, Conn., this 9th day of October, 19 28

ÆTNA LIFE INSURANCE COMPANY.

C S Lindsley *Registrar*

James B. Skinner *Secretary.*

PERMANENT TOTAL DISABILITY PROVISION—WAIVER OF PREMIUMS IF DISABILITY OCCURS BEFORE AGE SIXTY FULL INSURANCE PAYABLE AT DEATH.

Form No. 8867
Dis. 4-L and E.
1-28

THIS COPY OF THE APPLICATION

should be carefully examined and if any error or omission is found the policy should be returned immediately to the Home Office of the Company for correction.

Form No. 673
Edition Nov. 1926
Life Dept. Policy Division
Chicago Section

N760251

APPLICATION FOR CONVERSION OF TERM POLICIES

September 20, 1928

I, Edwin P. Haworth of Kansas City Mo

County of Jackson State Prov. of Mo hereby apply to the ÆTNA LIFE INSURANCE COMPANY for changed insurance on my life, in accordance with the conditions of the term Policy No. 302206, issued by said Company, and I hereby certify that said policy is not now assigned except to no and agree that the statements and answers in the application for said term policy shall be the basis of the new contract or policy herein applied for and form a part of the same, except that the kind of policy, amount, premium and beneficiary shall be as specified below.

If entire term policy is not now to be converted, shall the balance be continued as term insurance? All converted

Kind of policy desired N P Ordinary Life (If a participating policy, the dividends unless otherwise requested shall reduce premiums or be paid in cash.)

Disability Provision (1-3 or 4) 4

Double Indemnity (Yes or No) No

Date of New Policy Oct 9th 1928 Amount $ 10 000 Premium $ 431.40 Annually

Beneficiary to be the same as now written in term policy "Wife" Cora M. Haworth "Wife"

I agree that the acceptance of the new policy by me is to be regarded as an acknowledgment that the same is satisfactory, and that all insurance under said term policy, or the portion thereof converted as herein requested, shall thereupon cease.

Witness A.H.S. Edwin P. Haworth

Note: If Double Indemnity provision or a form of Permanent Total Disability benefit not now included in the term policy is desired, Certificate A should be signed by the insured and certified to as required under Certificates B and C. Re-examination may be required if additional Disability coverage is requested, but must not be procured until authorized by the Company.

CERTIFICATE A. I further certify (unless otherwise stated below) that I have never had any mental disorder or disease of the heart, brain or nervous system, nor suffered impairment of the use of an eye, an arm, hand, leg or foot; that my eyesight or hearing is not impaired; that since making my last application for insurance in said Company there has been no material change in my mental or physical condition and I have not consulted or been prescribed for or treated by any physician or any practitioner; (*State here any exceptions to the above with names and residences of all physicians or other practitioners*)

that my occupation is ..... (explain fully) which I do not contemplate changing;

that I am not now nor have I been connected with any military or naval organization, except as follows: .....

that I do not contemplate any military or naval service or any aeronautic flight or submarine descent, except as follows: .....

that *I am now in good health* except as herein stated, that my habits are temperate and that I have not in contemplation any journey outside of the continental land limits of the United States of America and the Dominion of Canada, nor any hazardous undertaking except as herein stated; and upon the basis of the correctness of these statements I request that the new policy contain such provisions as applied for above, provided said Company approves the granting of same.

Witness .....

CERTIFICATE B. (*To be signed by the agent, if possible; if not, by some reliable person well known to the agent*)

I hereby certify that I am well acquainted with Edwin P. Haworth who now requests his term policy to be changed, and that I believe from my own knowledge that his statements within made and signed by him are true and full.

R D Hamm

CERTIFICATE C. (*To be signed by the agent when Certificate B is signed by some person other than the agent*)

I hereby certify that I am well acquainted with the person who signed Certificate B and consider him thoroughly trustworthy.

.....

53

THIS COPY OF THE APPLICATION

should be carefully examined and if any error or omission is found the policy should be returned immediately to the Home Office of the Company for correction.

20,206 [illegible]

Page 1

Form No. 1. APPLICATION
Ed. March, 1919

EXECUTIVE OFFICERS

PRESIDENT
VICE-PRESIDENT
SECRETARY
ASST. SECRETARY
TREASURER
ASST. TREASURER

I hereby apply to the ÆTNA LIFE INSURANCE COMPANY for a contract of insurance upon my life, and I do hereby declare that I am in sound health and have no disease or ailment not fully stated herein, that the statements herein made and signed by me are complete and true, and I agree that they shall form part of the contract between me and the Company issued by said Company upon my life. I further agree that no statement or declaration made to any agent, examiner, or any other person, and not contained in this application, shall be taken or considered as having been made to or brought to the notice of said Company, or as changing it with any liability by reason thereof. I also acknowledge that all policies and agreements made by said Ætna Life Insurance Company are signed by one or more of its executive officers, and that no agent or other person not an executive officer can grant insurance, or waive any condition of its policies, or make any agreement which shall be binding upon said Company.

USE GOOD BLACK INK ONLY

1 a. What is your name? (*Write Plainly. Christian name in full.*) Edwin P. Haworth

b. Are you married? yes c. Age next Birthday? 47 Years

d. Place of birth? St. Joseph, Ill (City or Town) (State or Country)

e. Date of your birth? Month May Day 10 Year 1875

2 a. Residence? 3005 Main St. K.C. Mo (If in country state direction and miles to nearest Village or City Post-giving name.) (City or Town) (Street and No. or R.F.D. No.)

b. Have you lived there for three years? 5 If not, where? Fairfax (County) Mo (State)

c. What is your business address? (*If other than residence.*) 3005 Main St. K.C. Mo. 2924 Main St

3 a. What is your present occupation? (*If more than one, state all. If a clerk, salesman, merchant, manufacturer, mechanic, or laborer, state class of goods sold, manufactured or handled.*) Owner & Mgr. Eye Hospital

b. If employed, state name of employer and location of employment? Self

c. In what occupations have you heretofore been engaged? Yes Same for 16 yrs.

d. Have you ever taken an Aerial flight? No g. Do you contemplate such flight? No

e. Are you employed in the Army or Navy? No h. Do you contemplate such service? No

f. Are you now, or have you ever been connected with the manufacture or sale of malt or spirituous liquors? (*If so, when and how?*) No

4 a. Do you contemplate changing your occupation? (*If so, state particulars.*) No

b. Do you contemplate traveling to or residing in any foreign country? (*If so, state particulars.*) No

5 a. State kind of policy desired. (*Also whether Participating or Non-Participating.*) 20 Pmt Ord Life - Non Pt

b. Amount of Insurance $ 10,000 Term Insurance

c. Premium $ 77.45 Annually. Including Mon Dis & DE

(*If a Participating Policy, the dividends unless otherwise requested shall reduce the premiums or be paid in cash.*)

6. What is the Name, Residence, and Relationship, or insurable interest, of the person to be benefited by this Policy in event of your death?

Vera M. Haworth Wife

It is desired that the Policy be written with respect to the Beneficiary as nearly in accordance with the above request as the experience of the Company will suggest as being most likely to meet the requirements, and the acceptance of the Policy so written will be regarded as an acknowledgment that the Company has complied with the wishes of the applicant.

7 Have you personally employed or consulted any Physician during the last five years? (*If so, give names and residences of all and state for what cause.*) Dr. May K.C. Complete Exam. Dr. W.D. Vermoor K.C. Mo

8 Has any proposal or application ever been made or submitted to any Company, Association, Agent or Physician, for which insurance on your life is now pending or has not been granted for the full amount, and of the same kind then applied for? (*If so, state particulars and the names of all such Companies, Associations, Agents or Physicians.*) No

9 a. What amount of insurance is now in force on your life, and in what Companies or Associations? 10,000 Aetna Pol # 425329

b. Approximate dates of last insurance granted by each 1911

10. Has any Physician, Company, Association or Agent ever expressed an unfavorable opinion on your life with reference to life insurance or refused to reinstate insurance that has lapsed? (*If so, state particulars.*) No

(*If in this space is necessary, in further explanation of the answers to any of the foregoing questions.*)

Dated Nov. 8, 1921 Witness [illegible] Applicant sign here Edwin P. Haworth

(*The Answers to the following queries must be filled in by the EXAMINING PHYSICIAN, who must also sign them. The writer of the application should not fill in the following answers unless necessary, but PARTICULAR TO USE THE BLANK LINES AT THE FOOT OF THE PAGE, where the number of the question to which the explanation applies should be stated.*) Use Good BLACK INK ONLY

11 FAMILY RECORD.

	LIVING. Age?	Health?	DEAD. Age?	Cause of Death?	Date of Death?
Father,			97	Paralysis	1880
Father's Father,			65	Died Young	
Father's Mother,			86	Broken to go	
Mother,			34	Consumption	1883
Mother's Father,			86	Died Young	
Mother's Mother,			76	Died Young	

	LIVING. Age?	Health?	DEAD. Age?	Cause of Death?	Date of Death?
Brothers,	0				
Sisters,	2		25?	Consumption	
			2	Croup	

12 Have you ever had any of the following diseases? (*Answer Yes or No, opposite each. If yes, state the date, duration and severity of illness with full particulars.*)

Abscess,	No	Consumption,	No	Enlargement of Veins,	No	Gout,	No	Neuralgia,	No	Tumors,
Apoplexy,	No	Disease of the Heart,	No	Fits,	No	Gravel,	No	Paralysis,	No	Ulcers,
Appendicitis,	Yes	Disease of Liver,	No	Fistula,	No	Habitual Headache,	No	Pellagra,	No	Vertigo,
Asthma,	No	Dropsy,	No	Gall Stone,	No	Hip Joint Disease,	No	St. Vitus' Dance,	No	
Bronchitis (Chronic),	No	Enlargement of Glands,	No	Goitre,	No	Jaundice,	No	Spitting of Blood,	No	

13 Have you had Inflammatory Rheumatism? (*If so, state severity and date of each attack.*) No

14 Are you subject to Dyspepsia, Dysentery, or Diarrhœa? No

15 Have you had any disease or severe sickness during the last seven years? (*If so, state the particulars of each case, and the name of the attending physician.*) Pneumonia May 1921.

16 Have you either gained or lost weight during the last five years? (*If so, state particulars.*) No

17 Have you ever changed your residence on account of your health? (*If so, state particulars.*) No

18 Have you during the last five years lived in the same house with any one suffering from consumption? (*If so, state particulars.*) No

19 Which parent do you resemble in height, weight, and general characteristics? Mother

20 Have you been intemperate in the use of either malt or spirituous liquors during the past ten years? No

21 Do you use either malt or spirituous liquors daily or nearly every day? No

22 How often, and in what quantity do you use either of them?

23 Have you used any drug habitually or occasionally? No

24 Have you ever taken any cure or treatment for any habit? (*If so, state particulars.*) No

(*Additional Questions to be answered when Applicant is a Woman.*)

25 a. Are you married? b. How long married? c. Number of labors? d. Date of last labor?

26 a. Were labors normal? b. Have you miscarried and if so from what cause and at what date? c. Are you now pregnant?

27 a. Is your menstruation regular and normal? b. Have you ever been treated for any disease of womb or ovaries? c. Have there any tumors in the breasts or any other part of the body?

28. If a widow, state date and cause of husband's death

Appendicitis 1902. Not operated. No complications.
Pneumonia May 1921. Was confined to house for 3 weeks.

Dated at Kansas City, Mo. this 8 day of November 1921

IN PRESENCE OF [illegible] Examining Physician. Applicant must sign here Edwin P. Haworth (Write full Christian name in full)

MEDICAL CERTIFICATE ON THE REVERSE OF THIS PAGE

55

No. N 760251

Ætna Life Insurance Company

Hartford, Connecticut

ON THE LIFE OF

Edwin P. Haworth

SUM INSURED $ 10,000.

ANNUAL PREMIUM $ 431.40

AGE 53

DATE October 9, 1928

EXAMINED BY CSP

PREMIUMS PAYABLE DURING lifetime of insured.

INSURANCE PAYABLE AT DEATH. NON-PARTICIPATING.

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3500

Ætna Life Insurance Company

"EXHIBIT D"

Hartford, Connecticut

No. N 868571 (herein called the Company) Age 54

HEREBY AGREES TO PAY

TEN THOUSAND DOLLARS
(herein called the sum insured)

immediately upon receipt at its Home Office of due proof of the death of

EDWIN P. HAWORTH
(herein called the insured)

to the beneficiary, Cora M. Haworth, wife of the insured.

This policy is issued and accepted subject to all the conditions, benefits and privileges described on the following pages, which are hereby made a part of this contract.

IN WITNESS WHEREOF the *ÆTNA LIFE INSURANCE COMPANY* has caused this policy to be executed at Hartford, Connecticut, this Ninth day of September 1929

James B. Skinner
Secretary.

Thos. B. Bunnard
President.

Registrar.

MODIFIED LIFE POLICY WITH CHANGE OF RATE AT END OF FIVE (5) YEARS.
INSURANCE PAYABLE AT DEATH. NON-PARTICIPATING.

56

3537
4-29

N. P. MODIFIED LIFE

52

1
Premiums and when payable

The Foregoing Agreement is made in consideration of the Annual premium of Two hundred seventy-one Dollars and Sixty Cents to be paid to the Company on or before the Ninth day of September in each and every year for five years, and of the Annual premium of Five hundred twenty-six Dollars and Ninety Cents payable under the same conditions thereafter, during the lifetime of the insured.

2
Who may borrow on the policy, receive cash values and exercise other privileges

During the lifetime of the insured, the right to receive all cash values, loans and other benefits accruing hereunder, to exercise all options and privileges described herein and to agree with the Company to any change in or amendment to this policy shall vest alone in the insured (herein called the life owner), subject, however, to any assignment by said life owner.

3
How beneficiary may be changed

The beneficiary may be changed as often as desired, and such change shall take effect on receipt at the Home Office of the Company, before the sum insured or any instalment thereof becomes due, of a written request accompanied by the policy for endorsement. If any beneficiary dies before the insured, the interest of such beneficiary shall vest in the life owner alone unless otherwise provided herein.

4
How premiums are payable

All premiums shall be paid in advance at the Home Office of the Company, or to its authorized agent, in exchange for a receipt signed by its Secretary or Assistant Secretary and countersigned by the agent. If any such premium is not paid when due, this policy shall cease, subject to the values and privileges hereinafter described; except that a grace of

Grace period

thirty-one days, during which the policy shall remain in full force, will be allowed for the payment of any premium after the first. If death occurs within the grace period, the premium, if unpaid, will be deducted from the amount payable hereunder.

This policy shall not become effective until the first premium upon it is paid during the good health of the insured.

5
How premiums may be paid annually, semi-annually or quarterly

The Company will accept premiums for annual, semi-annual or quarterly periods at its published rates at the time this policy is issued, provided that before any change is made due written request shall be made to the Company before the end of the grace period.

6 How loans are made on the policy

The Company will make loans on the sole security of this policy, if there has been no default in payment of premium.

The loan may be for any amount which, with interest, shall not exceed the cash value in Table A for the end of the current policy year, less any unpaid premiums for such policy year. There is no loan value prior to the policy years for which values are shown in Table A.

Interest shall be at the rate of six per cent. per annum payable at the end of each policy year.

A loan agreement satisfactory to the Company shall be executed and sent with the policy to the Company at its Home Office. The Company will return the policy after proper endorsement.

The whole or any part of the loan may be repaid at any time.

If interest is not paid when due it shall be added to the principal and bear interest at the same rate, provided the total indebtedness shall be within the limit secured by the cash surrender value of the policy. Otherwise, non-payment of interest shall render the policy null and void thirty-one days after notice shall have been mailed by the Company to the last known addresses of the life owner, of the insured and of any assignee of record at the Home Office of the Company.

Any indebtedness to the Company on account of or secured by this policy shall be deducted from any settlement hereunder.

7 Non-forfeiting values

After the number of full years' premiums have been paid hereon for which values are shown in Table A and within three months after the due date of any unpaid premium, one of the following options may be elected by filing a written request with the Company at its Home Office accompanied by the policy.

Cash value

(a) To surrender the policy for the cash value set forth in Table A, less any indebtedness.

Paid-up insurance

(b) To have the policy continued as non-participating paid-up insurance, payable at the same time and under the same conditions as this policy, in the amount set forth in Table A; but any indebtedness on the policy will reduce the amount of paid-up insurance in such proportion as the indebtedness bears to the cash value at the due date of the premium defaulted.

Extended insurance

(c) To have the insurance continued as extended term insurance from the due date of the premium defaulted for the sum insured for the number of years and days set forth in Table A; except that if there is any indebtedness against the policy, the extended term insurance shall be for the sum insured less the indebtedness and for such a period as the cash value less the indebtedness will purchase according to the American Experience Table of Mortality and three and one-half per cent. interest.

Automatic extended insurance on failure to pay a premium

On default in payment of premium, if no one of the above options has been elected, the insurance will be continued automatically as extended term insurance under option (c).

The values of these options are mathematical equivalents calculated on the basis of the American Experience Table of Mortality with interest at three and one-half per cent. per annum. The reserve for which funds are to be held upon this policy shall be computed on the basis of the same mortality table with the same rate of interest for insurance payable at death with level premiums after the first five years, payable throughout the lifetime of the insured, and with premiums payable at half the same rate for the first five years. The cash value is equal to the reserve for the sum insured less a surrender charge of not more than two and one-half per cent. of the sum insured. At the end of the twentieth year and thereafter the cash value is the full reserve taken to the nearest dollar for each one thousand dollars of insurance.

Paid-up insurance or extended term insurance under this policy may be surrendered at any time for a cash value consisting of the reserve held therefor. Paid-up insurance will be entitled to a loan equal to its cash value upon the conditions herein prescribed for a loan upon this policy.

TABLE A

NON-FORFEITING VALUES FOR EACH $1,000 OF SUM INSURED.

THIS TABLE SHOWS THE NON-FORFEITING VALUES ABOVE DESCRIBED AT THE END OF CERTAIN POLICY YEARS. VALUES FOR INTERMEDIATE OR LATER PERIODS WILL BE COMPUTED UPON THE SAME BASIS AND QUOTED UPON REQUEST.

THE PAID-UP INSURANCE AND CASH VALUES FOR A SUM INSURED GREATER OR LESS THAN $1,000 WILL BE PROPORTIONATE. THE TERM OF THE EXTENDED TERM INSURANCE WILL BE RECKONED FROM THE DUE DATE OF THE UNPAID PREMIUM AND WILL BE THE SAME FOR ANY SUM INSURED.

INDEBTEDNESS WILL AFFECT THE VALUES AS ABOVE DESCRIBED.

N. P. L. ½P. 5 yrs. **Age 54**

AT END OF YEAR	EXTENDED TERM INSURANCE		PAID-UP INSURANCE	CASH OR LOAN VALUE	AT END OF YEAR	EXTENDED TERM INSURANCE		PAID-UP INSURANCE	CASH OR LOAN VALUE
	Years	Days				Years	Days		
3	..	350	$34	$20	13	5	282	$371	$265
4	1	66	43	26	14	5	351	406	294
5	1	114	51	32	15	6	40	439	323
6	1	354	81	51	16	6	79	470	351
7	2	326	128	82	17	6	105	500	379
8	3	240	173	113	18	6	118	529	407
9	4	104	216	144	19	6	121	556	433
10	4	290	257	174	20	6	214	602	475
11	5	73	297	205	25	6	9	715	601
12	5	191	335	235	30	4	322	809	717

The entire loan value for the end of any policy year will be available during the same year if the premium for that year has been paid.

8 Automatic premium loan

If due written request for the operation of this provision has been filed at the Home Office of the Company before default in payment of premium, thereafter until a written revocation of said request has been filed with the Company, the amount of any premium not paid before the end of the grace period will automatically be loaned by the Company in payment of such premium and charged as an indebtedness secured by this policy, subject to interest at the rate of six per cent. per annum as prescribed for loans, provided that the total indebtedness hereunder will then be within the loan value described in Section 6. If the loan value is insufficient to cover the whole premium, the Company will loan a pro rata premium for as long a period as the loan value will allow. At the end of such period, if the balance of the premium be not paid, this policy shall cease; subject, however, to thirty-one days' notice as provided in Section 6 hereof.

While this policy is continued in force, as above, the whole or any part of the indebtedness may be repaid and payment of premiums may be resumed at any time without furnishing evidence of the good health of the insured.

9 How policy may be reinstated

Within five years after default in any premium payment, if this policy has not been surrendered, it may be reinstated upon evidence of insurability satisfactory to the Company and by payment of arrears of premiums with interest at the rate of six per cent. per annum, and by payment or reinstatement of whatever indebtedness to the Company existed hereon at the date of default with interest from that date.

10 How insurance may be made payable in instalments if desired instead of in one sum

If it is so elected, the whole or any part of the net sum payable under this policy as a death claim, or as a cash value, will be paid under one of the modes described below instead of in one sum.

Election shall take effect on receipt at the Home Office of the Company, before the sum insured or any instalment thereof becomes due, of a written notice accompanied by the policy for endorsement.

In case no election has been made during the lifetime of the insured, the beneficiary may so elect after the death of the insured.

These modes of settlement are not applicable to a payee when the amount of each payment would be less than ten dollars.

If an election has been made requiring payment under one of these modes, the policy shall be surrendered, if required by the Company, when it becomes a claim, and a supplementary contract will then be issued for the mode elected.

Interest payments

MODE 1. The payment of interest on the net sum payable annually, semi-annually, quarterly or monthly at the end of each interest period. The amount of interest payment for each $1,000 of the net sum payable will be as follows:

Annual	$35.00	Quarterly	$8.64
Semi-annual	17.35	Monthly	2.87

At the death of the payee, the net sum payable with accrued interest will be paid to the executors or administrators of the payee, unless otherwise provided in the election.

Instalments of fixed amount

MODE 2. The payment in advance of equal annual, semi-annual, quarterly or monthly instalments of any fixed amount specified in the election until the net sum payable, with interest thereon at three and one-half per cent. per annum and such excess interest as may be declared annually by the Company, is exhausted. At the death of the payee, the balance of the fund will be paid in one sum to the executors or administrators of the payee, unless otherwise provided in the election.

Instalments for fixed period

MODE 3. The payment in advance of equal annual, semi-annual, quarterly or monthly instalments for a fixed period of years. The amount of instalment for each $1,000 of the net sum payable is shown in Table B.

TABLE B

TERM OF INSTALMENT PAYMENTS	AMOUNT OF INSTALMENT				TERM OF INSTALMENT PAYMENTS	AMOUNT OF INSTALMENT			
	ANNUAL	SEMI-ANNUAL	QUARTERLY	MONTHLY		ANNUAL	SEMI-ANNUAL	QUARTERLY	MONTHLY
YEARS					YEARS				
5	$213.90	$107.99	$54.23	$18.15	25	$58.65	$29.66	$14.89	$4.99
10	116.14	58.69	29.45	9.86	30	52.57	26.58	13.35	4.47
15	83.85	42.37	21.29	7.12	35	48.34	24.46	12.29	4.11
20	68.03	34.36	17.27	5.78	40	45.21	22.91	11.51	3.85

Instalments for fixed period and life thereafter

MODE 4. The payment in advance of equal annual, semi-annual, quarterly or monthly instalments for a fixed period of years and for as long thereafter as the payee lives. The amount of instalment for each $1,000 of the net sum payable is shown in Table C. The attained age of the payee shall be taken as of the birthday next before the day on which the first instalment becomes due.

TABLE C

AGE ATTAINED BY PAYEE	ANNUAL INSTALMENT FOR 5 YEARS	ANNUAL INSTALMENT FOR 10 YEARS	ANNUAL INSTALMENT FOR 15 YEARS	ANNUAL INSTALMENT FOR 20 YEARS	AGE ATTAINED BY PAYEE	ANNUAL INSTALMENT FOR 5 YEARS	ANNUAL INSTALMENT FOR 10 YEARS	ANNUAL INSTALMENT FOR 15 YEARS	ANNUAL INSTALMENT FOR 20 YEARS
0	$39.91	$39.72	$39.50	$39.27	43	$54.79	$54.17	$53.18	$51.88
1	39.92	39.75	39.55	39.34	44	55.63	54.96	53.89	52.47
2	39.93	39.79	39.61	39.42	45	56.52	55.79	54.62	53.07
3	39.95	39.84	39.68	39.51	46	57.45	56.65	55.38	53.69
4	40.05	39.94	39.78	39.63	47	58.43	57.56	56.17	54.33
5	40.19	40.08	39.92	39.78	48	59.47	58.51	56.98	54.98
6	40.34	40.24	40.08	39.93	49	60.57	59.51	57.83	55.64
7	40.52	40.41	40.25	40.11	50	61.72	60.56	58.71	56.31
8	40.70	40.60	40.44	40.28	51	62.94	61.66	59.62	56.99
9	40.90	40.80	40.65	40.47	52	64.22	62.80	60.55	57.67
10	41.37	41.20	40.96	40.67	53	65.58	64.00	61.51	58.36
11	41.55	41.38	41.13	40.84	54	67.02	65.26	62.50	59.04
12	41.74	41.56	41.31	41.01	55	68.54	66.57	63.51	59.72
13	41.93	41.75	41.50	41.19	56	70.14	67.94	64.54	60.40
14	42.13	41.95	41.70	41.38	57	71.83	69.36	65.59	61.06
15	42.34	42.16	41.90	41.58	58	73.62	70.85	66.66	61.71
16	42.56	42.38	42.11	41.78	59	75.52	72.40	67.74	62.35
17	42.80	42.61	42.33	41.98	60	77.52	74.00	68.83	62.95
18	43.04	42.84	42.56	42.22	61	79.64	75.66	69.92	63.54
19	43.29	43.09	42.80	42.45	62	81.88	77.38	71.00	64.09
20	43.55	43.35	43.05	42.69	63	84.24	79.15	72.08	64.61
21	43.83	43.62	43.31	42.94	64	86.74	80.97	73.14	65.09
22	44.12	43.90	43.59	43.20	65	89.38	82.84	74.18	65.53
23	44.42	44.20	43.88	43.47	66	92.16	84.75	75.19	65.93
24	44.74	44.51	44.18	43.76	67	95.10	86.69	76.16	66.29
25	45.07	44.84	44.49	44.05	68	98.20	88.65	77.09	66.61
26	45.42	45.18	44.82	44.36	69	101.46	90.64	77.97	66.89
27	45.78	45.53	45.17	44.68	70	104.89	92.62	78.79	67.12
28	46.17	45.90	45.53	45.02	71	108.49	94.60	79.55	67.32
29	46.57	46.29	45.90	45.37	72	112.26	96.55	80.24	67.48
30	46.98	46.70	46.28	45.73	73	116.20	98.47	80.86	67.61
31	47.42	47.13	46.68	46.10	74	120.32	100.34	81.42	67.72
32	47.89	47.58	47.10	46.49	75	124.60	102.15	81.90	67.80
33	48.37	48.05	47.54	46.90	76	129.03	103.87	82.32	67.86
34	48.88	48.54	48.01	47.32	77	133.62	105.50	82.68	67.90
35	49.41	49.05	48.49	47.76	78	138.33	107.02	82.97	67.93
36	49.98	49.59	48.99	48.22	79	143.16	108.42	83.21	67.95
37	50.56	50.16	49.52	48.69	80	148.08	109.70	83.39	68.03
38	51.18	50.75	50.07	49.18	81	153.05	110.85	83.54	Ages 81 and over same as age 80
39	51.83	51.37	50.64	49.68	82	158.05	111.86	83.65	
40	52.52	52.02	51.24	50.20	83	163.04	112.74	83.73	
41	53.24	52.71	51.86	50.74	84	167.97	113.49	83.79	
42	53.99	53.42	52.51	51.30	85 and over	172.81	114.12	83.85	

Note: To determine the semi-annual, quarterly or monthly instalments under the Fourth Mode multiply the annual instalment by decimal:
.506 for semi-annual instalments.
.255 for quarterly instalments.
.085 for monthly instalments.

Excess Interest

In addition to any payments by the Company for a fixed period of years or to any interest payments under these modes of settlement, payments of such excess interest as may be declared annually by the Company will be made.

Commutation of future payments

Unless otherwise provided in the election, the present value of any unpaid instalments under Modes 3 or 4, commuted on the basis of three and one-half per cent. interest per annum, will be paid in one sum at the death of the payee to the executors or administrators of the payee.

If it is specifically provided in the election, the payee may at any time withdraw under Mode 1 a part or all of the net sum payable, under Mode 2 the balance of the fund, or under Mode 3 the present value of the unpaid instalments commuted on the basis of three and one-half per cent. interest per annum.

All sums payable by the Company under this policy shall be payable at its Home Office. The sum insured will be payable under the terms hereof only upon receipt by the Company of this policy duly released.

11 Statements in application are representations and not warranties

All statements made by the insured shall, in the absence of fraud, be deemed representations and not warranties, and no statement shall avoid the policy or be used in defence to a claim under it unless it is contained in the written application herefor and unless a copy of such application is attached hereto when issued.

12 Incontestability

This policy and the application herefor, a copy of which application is attached hereto and made a part hereof, constitute the entire contract between the parties hereto, and it shall be incontestable ~~after it has been in force during the lifetime of the insured for a period of two years~~ from its date of issue except for non-payment of premium.

Rule governing if age has been misstated

If the age of the insured has been misstated the amount payable hereunder shall be such an amount as the premium paid would have purchased at the Company's published rate now in use for the correct age. Age will be admitted on proof satisfactory to the Company.

~~13~~ Amount payable in event of suicide

~~If the insured shall commit suicide within two years from the date hereof, while sane or insane, the Company will be liable only for an amount equal to the premiums paid in cash hereunder.~~

14 Policy non-participating

This policy shall not be entitled to share in the surplus earnings of the Company.

15 Assignments

No assignment of this policy shall be binding upon the Company unless and until the original or a duplicate thereof is filed at its Home Office. The Company does not assume any responsibility for the validity of an assignment.

16 All agreements must be signed by an executive officer

All agreements made by the Company are signed by its President, Vice-President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer. No other person can alter or waive any of the conditions of this policy, extend the time for paying a premium or make any agreement which shall be binding upon the Company.

PERMANENT TOTAL DISABILITY PROVISION

If, before default in payment of premium and before attaining the age of sixty years, the insured becomes totally and permanently disabled by bodily injuries or disease and is thereby prevented from performing any work or conducting any business for compensation or profit, the following benefit will be available:

A waiver of the payment of premiums falling due during such disability.

If before attaining the age of sixty years the insured becomes totally disabled by bodily injuries or disease and is thereby prevented from performing any work or conducting any business for compensation or profit for a period of ninety consecutive days, then, if satisfactory evidence has not been previously furnished that such disability is permanent, such disability shall be presumed to be permanent. In such a case, the benefit shall accrue from the expiration of the said ninety days, but not from a date more than six months prior to the date that evidence of such disability satisfactory to the Company is received at its Home Office. No benefit shall accrue prior to the expiration of said ninety days unless during that period evidence satisfactory to the Company is received at its Home Office while the insured is living that the total disability will be permanent, in which event the benefit will accrue from the commencement of disability.

If the insured meets with the irrecoverable loss of the entire sight of both eyes, or the total and permanent loss of the use of both hands or of both feet, or of such loss of one hand and one foot, such loss shall be considered total and permanent disability within the meaning of this provision.

No benefit, however, will be allowed hereunder for disability resulting directly or indirectly on account of military or naval service by the insured in time of war.

The benefit under this provision is conditioned upon evidence of the continuance of total disability of the insured satisfactory to the Company being furnished when requested and upon the representatives of the Company being permitted to examine the insured at any time, but such evidence or examination shall not be required oftener than once a year after the expiration of two years from the acceptance of such evidence. If it shall appear to the Company that the insured is able to perform any work or conduct any business for compensation or profit after a claim has been allowed, then, except in case of the irrecoverable loss of the entire sight of both eyes, or the irrecoverable total and permanent loss of the use of both hands or of both feet, or of such loss of one hand and one foot, the disability benefit shall cease.

Premiums waived by the Company on account of this provision will not be deducted from any settlement under this policy, and the sum insured and loan and cash surrender values will be the same as if the premiums waived had been paid in cash.

The consideration for this provision is an additional premium of Sixteen Dollars and Thirty Cents, which consideration is included in the premium named in this policy, but such additional premium will not be required after the insured attains the age of sixty years.

This provision for permanent total disability will be annulled upon written request of the life owner, and assignee if any, and the return of the policy for proper endorsement; thereafter the premium required for this policy will be reduced by the consideration charged for this provision.

This provision is attached to and a part of Policy No. N 808571 issued by the ÆTNA LIFE INSURANCE COMPANY on the life of

Edwin P. Haworth

Hartford, Conn., this 9th day of September, 1920

ÆTNA LIFE INSURANCE COMPANY.

James B. Skinner
Secretary.

Registrar.

PERMANENT TOTAL DISABILITY PROVISION—WAIVER OF PREMIUMS IF DISABILITY OCCURS BEFORE AGE SIXTY—FULL INSURANCE PAYABLE AT DEATH.

Form No. 8867
Dis. 4 L. and E.
1-'20

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THIS COPY OF THE APPLICATION

should be carefully examined and if any error or omission is found the policy should be returned immediately to the Home Office of the Company for correction.

Form No. 673
Edition Nov. 1934
Life Dept. Policy Division
Change Section

N 406571 - 57

APPLICATION FOR CONVERSION OF TERM POLICIES

Aug 13 1921

I, Edwin P Haworth of Kansas City, Mo

County of Jackson State Prov. of Mo hereby apply to the ÆTNA LIFE INSURANCE COMPANY for changed insurance on my life, in accordance with the conditions of Term Policy No. 338885 81, issued by said Company, and I hereby certify that said policy is not now assigned except to NW and agree that the statements and answers in the application for said term policy shall be the basis of the new contract or policy herein applied for and form a part of the same, except that the kind of policy, amount, premium and beneficiary shall be as specified below.

If entire term policy is not now to be converted, shall the balance be continued as term insurance? All converted

Kind of policy desired N P (If a participating policy, the dividends unless otherwise requested shall reduce premiums or be paid in cash.) Disability Provision (1-3 or 4) 4 Double Indemnity (Yes or No) No

Date of New Policy Aug 9 1921 Amount $ 12,000 Premium $ 371.80 Annually

Beneficiary to be the same as now written in term policy Wife - Both parents if living

Haworth Virgil —

I agree that the acceptance of the new policy by me is to be regarded as an acknowledgment that the same is satisfactory, and that all insurance under said term policy, or the portion thereof converted as herein requested, shall thereupon cease.

Witness [illegible] X

Note: If Double Indemnity provision or a form of Permanent Total Disability benefit not now included in the term policy is desired, Certificate A should be signed by the insured and certified to as required under Certificates B and C. Re-examination may be required if additional Disability coverage is requested, but must not be procured until authorized by the Company.

CERTIFICATE A. I further certify (unless otherwise stated below) that I have never had any mental disorder or disease of the heart, brain or nervous system, nor suffered impairment of the use of an eye, an arm, hand, leg or foot; that my eyesight or hearing is not impaired; that since making my last application for insurance in said Company there has been no material change in my mental or physical condition and I have not consulted or been prescribed for or treated by any physician or any practitioner; (*State here any exceptions to the above with names and residences of all physicians or other practitioners*)

that my occupation is ..... (explain fully) ..... which I do not contemplate changing;

that I am not now nor have I been connected with any military or naval organization, except as follows: .....

that I do not contemplate any military or naval service or any aeronautic flight or submarine descent, except as follows:

that *I am now in good health* except as herein stated, that my habits are temperate and that I have not in contemplation any journey outside of the continental land limits of the United States of America and the Dominion of Canada, nor any hazardous undertaking except as herein stated; and upon the basis of the correctness of these statements I request that the new policy contain such provisions as applied for above, provided said Company approves the granting of same.

Witness

CERTIFICATE B. (*To be signed by the agent, if possible; if not, by some reliable person well known to the agent*)

I hereby certify that I am well acquainted with ..... who now requests his term policy to be changed, and that I believe from my own knowledge that his statements within made and signed by him are true and full.

CERTIFICATE C. (*To be signed by the agent when Certificate B is signed by some person other than the agent*)

I hereby certify that I am well acquainted with the person who signed Certificate B and consider him thoroughly trustworthy.

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THIS COPY OF THE APPLICATION

should be carefully examined and if any error or omission is found the policy should be returned immediately to the Home Office of the Company for correction.

3388149-80-81

Form No. 1. Application
Ed. March, 1919

EXECUTIVE OFFICERS
PRESIDENT
VICE-PRESIDENT
SECRETARY
ASST. SECRETARY
TREASURER
ASST. TREASURER

Page 1

I hereby apply to the ÆTNA LIFE INSURANCE COMPANY for a contract of insurance upon my life, and I do hereby declare that I am in sound health and have no disease or ailment not fully set forth herein; that the statements and answers herein made and signed by me are complete and true, and I agree that they shall form a part of the contract or policy issued by said Company upon my life. I further agree that no statement or declaration made to any agent, examiner, or any other person, and not contained in this application, shall be taken or considered as having been made to, or brought to the notice or knowledge of said Company, or as changing it with any liability by reason thereof. I also acknowledge that all policies and agreements made by said Ætna Life Insurance Company are signed by one or more of its executive officers, and that no agent or other person not an executive officer can grant insurance, or waive any condition of its policies, or make any agreement which shall be binding upon said Company.

USE GOOD BLACK INK ONLY

1. a. What is your name? (*Write Plainly. Christian name in full.*) Sylvan I Nemeth
   b. Are you married? Yes c. Age next Birthday? 44 Years.
   d. Place of birth? St Joseph Mo (City or Town.) (State or Country.)
   e. Date of your birth? Month May, Day 10, Year 1875

2. a. Residence? Kansas City Mo (City or Town.) 3287 Tennessee Street (Street and No., if in cities.) (County.) (State.)
   b. Have you lived there for three years? Yes If not, where?
   c. What is your business address? (*If other than residence.*) 3939 Main St Kansas City Mo

3. a. What is your present occupation? (*If more than one, state full, if a clerk, shipping, mercantile or manufacturer, dropping or laborer, state class of goods sold, manufactured or handled.*) Hospital Supt
   b. If employed, state name of employer and location of employment Self
   c. In what occupations have you heretofore been engaged? Farm work
   d. Have you ever taken an Aerial flight? No
   e. Are you employed in the Army or Navy? No
   f. Are you now, or have you ever been connected with the manufacture or sale of malt or spirituous liquors? (*If so, when and how?*) No
   g. Do you contemplate such flight? No
   h. Do you contemplate such service? No

4. a. Do you contemplate changing your occupation? (*If so, state particulars.*) No
   b. Do you contemplate traveling in or residing in any foreign country? (*If so, state particulars.*) No

5. a. State kind of policy desired. (*Also whether Participating or Non Participating.*) Twenty Pay Life
   b. Amount of Insurance $ 25,000.00 written in 2 pieces of 10,000 and 15,000
   c. Premium $ 415.50 Annually.

(*If a Participating Policy, the dividends unless otherwise requested shall reduce the premiums or be paid in cash.*)

6. What is the Name, Residence, and Relationship, or insurable interest, of the person to be benefited by this Policy in event of your death?
   10,000 to Edna M Nemeth Wife
   15,000 to Edna M Nemeth Wife
   It is desired that the Policy be written with respect to the Beneficiary as nearly in accordance with the above request as the experience of the Company will suggest as being most likely to meet the requirements, and the acceptance of the Policy so written will be regarded as an acknowledgment that the Company has complied with the wishes of the applicant.

7. Have you personally employed or consulted any Physician during the last five years? (*If so, give names and residences of all and state for what cause.*) Influenza 1921 - Complete rec
   Dr Wm Lemmon Kansas City Mo

8. Has any proposal or application ever been made or submitted to any Company, Association, Agent or Physician, for which insurance on your life is now pending or has not been granted for the full amount, and of the same kind then applied for? (*If so, state particulars and the names of all such Companies, Associations, Agents or Physicians.*) No

9. a. What amount of insurance is now in force on your life, and in what Companies or Associations? $5,000. Aetna Life Ins Co
   b. Approximate date of last insurance granted by each Same about Nov 1921

10. Has any Physician, Company, Association or Agent ever expressed an unfavorable opinion of your life with reference to the insurance or refused to reinstate insurance that has lapsed? (*If so, state particulars.*) No

(*Use this space, if necessary, in further explanation of the answers to any of the above questions.*)

Dated Nov 7, 1922 Witness R E Skinner Applicant sign here Edna M Nemeth

(*The Answers to the following questions must be filled in by the EXAMINING PHYSICIAN, who must also witness the signature of the applicant below. If further explanations to any of the following answers are necessary, USE BLANK LINES AT THE FOOT OF THIS PAGE, noting the number of the question to which the explanation applies.*) Use Good BLACK INK ONLY

11. FAMILY RECORD:

	LIVING. Age?	Health?	DEAD. Age?	Cause of Death?	Date of Death?
Father,		good	33	drowned at St Joseph Mo	1880
Father's Father,		dead	69	do not know	do not know
Father's Mother,		dead	82	do not know	do not know
Mother,		dead	33	Childbirth	1883
Mother's Father,		dead	80	do not know	do not know
Mother's Mother,		dead	70	do not know	do not know
Brothers,	none				
Sisters,	two		3	Croup	Infancy

12. Have you ever had any of the following diseases? (*Answer Yes or No, opposite each. If yes, state the date, duration and severity of illness with full particulars.*)

Abscess,	No	Consumption,	No	Enlargement of Veins,	No	Gout,	No	Neuralgia, No	Tumors, No
Apoplexy,	No	Disease of the Heart,	No	Fits,	No	Gravel,	No	Paralysis, No	Ulcers, No
Appendicitis,	Yes	Disease of Liver,	No	Fistula,	No	Habitual Headache,	No	Pellagra, No	Vertigo, No
Asthma,	No	Dropsy,	No	Gall Stone,	No	Hip Joint Disease,	No	St. Vitus' Dance, No	
Bronchitis (Chronic),	No	Enlargement of Glands,	No	Goitre,	No	Jaundice,	No	Spitting of Blood, No	

13. Have you had Inflammatory Rheumatism? (*If so, state severity and date of each attack.*) No
14. Are you subject to Dyspepsia, Dysentery, or Diarrhoea? No
15. Have you had any disease or severe sickness during the last seven years? (*If so, state the particulars of each case, and the name of the attending physician.*) Nov 1921 Influenza Complete rec
16. Have you either gained or lost weight during the last five years? (*If so, state particulars.*) No
17. Have you ever changed your residence on account of your health? (*If so, state particulars.*) No
18. Have you during the last five years lived in the same house with any one suffering from consumption? (*If so, state particulars.*) No
19. Which parent do you resemble in height, weight, and general characteristics? Mother
20. Have you been intemperate in the use of either malt or spirituous liquors during the past ten years? No
21. Do you use either malt or spirituous liquors daily or nearly every day? No
22. How often, and in what quantity do you use either of them? None
23. Have you used any drug habitually or occasionally? No
24. Have you ever taken any cure or treatment for any habit? (*If so, what, and when?*) No

(*Additional Questions to be answered when the Applicant is a Woman.*)

25. a. Are you married?	b. How long married?	c. Number of labors?	d. Date of last labor?
26. a. Were labors normal?	b. Have you miscarried and if so from what cause and at what date?		c. Are you now pregnant?
27. a. Is your menstruation regular and normal?	b. Have you ever been treated for any disease of womb or ovaries?	c. Are there any tumors in the breasts or any other part of the body?	

28. If a widow, state date and cause of husband's death.

Jan 1921 All ear yeast Cured & Grippe - no after effects Pleurisy pneumonia complete recovery
No attack since Jan 1921 Pneumonia - fell ahead two weeks Recovery normal complete

Dated at Kansas City, Mo this 18th day of November 1922 Edna M Nemeth

IN PRESENCE OF Jean Price Murphy (Examining Physician) Applicant must sign here (Write the Christian name in full)

MEDICAL CERTIFICATE ON THE REVERSE OF THIS PAGE

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No. N 808571

Ætna Life Insurance Company

Hartford, Connecticut

ON THE LIFE OF

Edwin P. Haworth

SUM INSURED	$ 10,000.
Annual	PREMIUM FOR
FIRST FIVE YEARS	$ 271.60
THEREAFTER	$ 526.90
AGE 54	
DATE September 9, 1929	

EXAMINED BY cas

MODIFIED LIFE POLICY WITH CHANGE OF RATE AT END OF FIVE (5) YEARS. INSURANCE PAYABLE AT DEATH. NON-PARTICIPATING.

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3537

Aetna Life Insurance Company

Hartford, Connecticut

No. N 808572 Age 54

(herein called the Company)

"EXHIBIT E"

HEREBY AGREES TO PAY

FIVE THOUSAND DOLLARS

(herein called the sum insured)

immediately upon receipt at its Home Office of due proof of the death of

EDWIN P. HAWORTH

(herein called the insured)

to the beneficiary, John ... Wepner, his executors, administrators or assigns, creditor, as interest may appear, but not to exceed Seventeen Hundred Dollars ($1700); the remainder, if any, to Jose M. Haworth, wife of the insured, if she survives the insured, otherwise to the executors, administrators or assigns of the insured.

This policy is issued and accepted subject to all the conditions, benefits and privileges described on the following pages, which are hereby made a part of this contract.

IN WITNESS WHEREOF the *ÆTNA LIFE INSURANCE COMPANY* has caused this policy to be executed at Hartford, Connecticut, this Ninth day of October 19 29

James B. Skinner
Secretary

E. B. Bramard
President

FIVE THOUSAND DOLLARS

(herein called the sum insured)

immediately upon receipt at its Home Office of due proof of the death of

EDWIN P. HAWORTH

(herein called the insured)

to the beneficiary, John ... Mepner, his executors, administrators or assigns, creditor, as interest may appear, but not to exceed Seventeen Hundred Dollars ($1700); the remainder, if any, to Jora M. Haworth, wife of the insured, if she survives the insured, otherwise to the executors, administrators or assigns of the insured.

This policy is issued and accepted subject to all the conditions, benefits and privileges described on the following pages, which are hereby made a part of this contract.

IN WITNESS WHEREOF the *ÆTNA LIFE INSURANCE COMPANY* has caused this policy to be executed at Hartford, Connecticut, this Ninth day of October 19 29

James B. Skinner
Secretary.

President.

Registrar.

MODIFIED LIFE POLICY WITH CHANGE OF RATE AT END OF FIVE (5) YEARS.
INSURANCE PAYABLE AT DEATH. NON-PARTICIPATING.

3537
4-'29

N-P. MODIFIED LIFE

(reverse side)

BENEFICIARY under this policy is hereby changed to Jora M. Haworth, wife of the insured.

Hartford, Conn. this 14th day of October 19 30.

(Form No. 422-A-B)

ÆTNA LIFE INSURANCE COMPANY,

Registrar.

Assistant Secretary.

1
Premiums and when payable

The Foregoing Agreement *is made in consideration of the* Annual *premium of* One hundred thirty-five *Dollars and* Eighty *Cents to be paid to the Company on or before the* Ninth *day of* October *in each and every year for five years, and of the* Annual *premium of* Two hundred sixty-three *Dollars and* Forty-five *Cents payable under the same conditions thereafter, during the lifetime of the insured.*

2
Who may borrow on the policy, receive cash values and exercise other privileges

During the lifetime of the insured, the right to receive all cash values, loans and other benefits accruing hereunder, to exercise all options and privileges described herein and to agree with the Company to any change in or amendment to this policy shall vest alone in the insured *(herein called the life owner), subject, however, to any assignment by said life owner.*

3
How beneficiary may be changed

The beneficiary may be changed as often as desired, and such change shall take effect on receipt at the Home Office of the Company, before the sum insured or any instalment thereof becomes due, of a written request accompanied by the policy for endorsement. If any beneficiary dies before the insured, the interest of such beneficiary shall vest in the life owner alone unless otherwise provided herein.

4
How premiums are payable

All premiums shall be paid in advance at the Home Office of the Company, or to its authorized agent, in exchange for a receipt signed by its Secretary or Assistant Secretary and countersigned by the agent. If any such premium is not paid when due, this policy shall cease, subject to the values and privileges hereinafter described; except that a grace of thirty-one days, during which the policy shall remain in full force, will be allowed for the payment of any premium after the first. If death occurs within the grace period, the premium, if unpaid, will be deducted from the amount payable hereunder.

Grace period

This policy shall not become effective until the first premium upon it is paid during the good health of the insured.

5
How premiums may be paid annually, semi-annually or quarterly

The Company will accept premiums for annual, semi-annual or quarterly periods at its published rates at the time this policy is issued, provided that before any change is made due written request shall be made to the Company before the end of the grace period.

6 How loans are made on the policy

The Company will make loans on the sole security of this policy, if there has been no default in payment of premium.

The loan may be for any amount which, with interest, shall not exceed the cash value in Table A for the end of the current policy year, less any unpaid premiums for such policy year. There is no loan value prior to the policy years for which values are shown in Table A.

Interest shall be at the rate of six per cent. per annum payable at the end of each policy year.

A loan agreement satisfactory to the Company shall be executed and sent with the policy to the Company at its Home Office. The Company will return the policy after proper endorsement.

The whole or any part of the loan may be repaid at any time.

If interest is not paid when due it shall be added to the principal and bear interest at the same rate, provided the total indebtedness shall be within the limit secured by the cash surrender value of the policy. Otherwise, non-payment of interest shall render the policy null and void thirty-one days after notice shall have been mailed by the Company to the last known addresses of the life owner, of the insured and of any assignee of record at the Home Office of the Company.

Any indebtedness to the Company on account of or secured by this policy shall be deducted from any settlement hereunder.

7 Non-forfeiting values

After the number of full years' premiums have been paid hereon for which values are shown in Table A and within three months after the due date of any unpaid premium, one of the following options may be elected by filing a written request with the Company at its Home Office accompanied by the policy.

Cash value

(a) To surrender the policy for the cash value set forth in Table A, less any indebtedness.

Paid-up insurance

(b) To have the policy continued as non-participating paid-up insurance, payable at the same time and under the same conditions as this policy, in the amount set forth in Table A; but any indebtedness on the policy will reduce the amount of paid-up insurance in such proportion as the indebtedness bears to the cash value at the due date of the premium defaulted.

Extended insurance

(c) To have the insurance continued as extended term insurance from the due date of the premium defaulted for the sum insured for the number of years and days set forth in Table A; except that if there is any indebtedness against the policy, the extended term insurance shall be for the sum insured less the indebtedness and for such a period as the cash value less the indebtedness will purchase according to the American Experience Table of Mortality and three and one-half per cent. interest.

Automatic extended insurance on failure to pay a premium

On default in payment of premium, if no one of the above options has been elected, the insurance will be continued automatically as extended term insurance under option (c).

The values of these options are mathematical equivalents calculated on the basis of the American Experience Table of Mortality with interest at three and one-half per cent. per annum. The reserve for which funds are to be held upon this policy shall be computed on the basis of the same mortality table with the same rate of interest for insurance payable at death with level premiums after the first five years, payable throughout the lifetime of the insured, and with premiums payable at half the same rate for the first five years. The cash value is equal to the reserve for the sum insured less a surrender charge of not more than two and one-half per cent. of the sum insured. At the end of the twentieth year and thereafter the cash value is the full reserve taken to the nearest dollar for each one thousand dollars of insurance.

Paid-up insurance or extended term insurance under this policy may be surrendered at any time for a cash value consisting of the reserve held therefor. Paid-up insurance will be entitled to a loan equal to its cash value upon the conditions herein prescribed for a loan upon this policy.

89

TABLE A

NON-FORFEITING VALUES FOR EACH $1,000 OF SUM INSURED.

THIS TABLE SHOWS THE NON-FORFEITING VALUES ABOVE DESCRIBED AT THE END OF CERTAIN POLICY YEARS. VALUES FOR INTERMEDIATE OR LATER PERIODS WILL BE COMPUTED UPON THE SAME BASIS AND QUOTED UPON REQUEST.

THE PAID-UP INSURANCE AND CASH VALUES FOR A SUM INSURED GREATER OR LESS THAN $1,000 WILL BE PROPORTIONATE. THE TERM OF THE EXTENDED TERM INSURANCE WILL BE RECKONED FROM THE DUE DATE OF THE UNPAID PREMIUM AND WILL BE THE SAME FOR ANY SUM INSURED.

INDEBTEDNESS WILL AFFECT THE VALUES AS ABOVE DESCRIBED.

N. P. L. ½P. 5 yrs. **Age 54**

AT END OF YEAR	EXTENDED TERM INSURANCE		PAID-UP INSURANCE	CASH OR LOAN VALUE	AT END OF YEAR	EXTENDED TERM INSURANCE		PAID-UP INSURANCE	CASH OR LOAN VALUE
	Years	Days				Years	Days		
3	..	350	$34	$20	13	5	282	$371	$265
4	1	66	43	26	14	5	351	406	291
5	1	114	51	32	15	6	40	439	323
6	1	354	81	51	16	6	79	470	351
7	2	326	128	82	17	6	105	503	379
8	3	240	173	113	18	6	118	529	407
9	4	104	216	144	19	6	121	556	433
10	4	290	257	173	20	6	214	602	475
11	5	73	297	205	25	6	9	715	601
12	5	191	335	235	30	4	322	809	717

The entire loan value for the end of any policy year will be available during the same year if the premium for that year has been paid.

8 Automatic premium loan

If due written request for the operation of this provision has been filed at the Home Office of the Company before default in payment of premium, thereafter until a written revocation of said request has been filed with the Company, the amount of any premium not paid before the end of the grace period will automatically be loaned by the Company in payment of such premium and charged as an indebtedness secured by this policy, subject to interest at the rate of six per cent. per annum as prescribed for loans, provided that the total indebtedness hereunder will then be within the loan value described in Section 6. If the loan value is insufficient to cover the whole premium, the Company will loan a pro rata premium for as long a period as the loan value will allow. At the end of such period, if the balance of the premium be not paid, this policy shall cease; subject, however, to thirty-one days' notice as provided in Section 6 hereof.

While this policy is continued in force, as above, the whole or any part of the indebtedness may be repaid and payment of premiums may be resumed at any time without furnishing evidence of the good health of the insured.

9 How policy may be reinstated

Within five years after default in any premium payment, if this policy has not been surrendered, it may be reinstated upon evidence of insurability satisfactory to the Company and by payment of arrears of premiums with interest at the rate of six per cent. per annum, and by payment or reinstatement of whatever indebtedness to the Company existed hereon at the date of default with interest from that date.

10 How insurance may be made payable in instalments if desired instead of in one sum

If it is so elected, the whole or any part of the net sum payable under this policy as a death claim, or as a cash value, will be paid under one of the modes described below instead of in one sum.

Election shall take effect on receipt at the Home Office of the Company, before the sum insured or any instalment thereof becomes due, of a written notice accompanied by the policy for endorsement.

In case no election has been made during the lifetime of the insured, the beneficiary may so elect after the death of the insured.

These modes of settlement are not applicable to a payee when the amount of each payment would be less than ten dollars.

If an election has been made requiring payment under one of these modes, the policy shall be surrendered, if required by the Company, when it becomes a claim, and a supplementary contract will then be issued for the mode elected.

Interest payments

MODE 1. The payment of interest on the net sum payable annually, semi-annually, quarterly or monthly at the end of each interest period. The amount of interest payment for each $1,000 of the net sum payable will be as follows:

Annual	$35.00	Quarterly	$8.64
Semi-annual	17.35	Monthly	2.87

At the death of the payee, the net sum payable with accrued interest will be paid to the executors or administrators of the payee, unless otherwise provided in the election.

Instalments of fixed amount

MODE 2. The payment in advance of equal annual, semi-annual, quarterly or monthly instalments of any fixed amount specified in the election until the net sum payable, with interest thereon at three and one-half per cent. per annum and such excess interest as may be declared annually by the Company, is exhausted. At the death of the payee, the balance of the fund will be paid in one sum to the executors or administrators of the payee, unless otherwise provided in the election.

Instalments for fixed period

MODE 3. The payment in advance of equal annual, semi-annual, quarterly or monthly instalments for a fixed period of years. The amount of instalment for each $1,000 of the net sum payable is shown in Table B.

TABLE B.

TERM OF INSTALMENT PAYMENTS	AMOUNT OF INSTALMENT				TERM OF INSTALMENT PAYMENTS	AMOUNT OF INSTALMENT			
	ANNUAL	SEMI-ANNUAL	QUARTERLY	MONTHLY		ANNUAL	SEMI-ANNUAL	QUARTERLY	MONTHLY
YEARS					YEARS				
5	$213.90	$107.99	$54.23	$18.15	25	$58.65	$29.66	$14.89	$4.99
10	116.14	58.69	29.45	9.86	30	52.57	26.58	13.35	4.47
15	83.85	42.37	21.29	7.12	35	48.34	24.46	12.29	4.11
20	68.03	34.36	17.27	5.78	40	45.21	22.91	11.51	3.85

Instalments for fixed period and life thereafter

MODE 4. The payment in advance of equal annual, semi-annual, quarterly or monthly instalments for a fixed period of years and for as long thereafter as the payee lives. The amount of instalment for each $1,000 of the net sum payable is shown in Table C. The attained age of the payee shall be taken as of the birthday next before the day on which the first instalment becomes due.

TABLE C

AGE ATTAINED BY PAYEE	ANNUAL INSTALMENT FOR 5 YEARS	ANNUAL INSTALMENT FOR 10 YEARS	ANNUAL INSTALMENT FOR 15 YEARS	ANNUAL INSTALMENT FOR 20 YEARS	AGE ATTAINED BY PAYEE	ANNUAL INSTALMENT FOR 5 YEARS	ANNUAL INSTALMENT FOR 10 YEARS	ANNUAL INSTALMENT FOR 15 YEARS	ANNUAL INSTALMENT FOR 20 YEARS
0	$39.91	$39.72	$39.50	$39.27	43	$54.79	$54.17	$53.18	$51.88
1	39.92	39.75	39.55	39.34	44	55.63	54.96	53.89	52.47
2	39.93	39.79	39.61	39.42	45	56.52	55.79	54.62	53.07
3	39.95	39.84	39.68	39.51	46	57.45	56.65	55.38	53.69
4	40.05	39.94	39.78	39.62	47	58.43	57.56	56.17	54.33
5	40.19	40.03	39.92	39.78	48	59.47	58.51	56.98	54.98
6	40.34	40.24	40.08	39.93	49	60.57	59.51	57.83	55.64
7	40.52	40.41	40.25	40.11	50	61.72	60.56	58.71	56.31
8	40.70	40.60	40.44	40.28	51	62.94	61.66	59.62	56.99
9	40.90	40.80	40.65	40.47	52	64.22	62.80	60.55	57.67
10	41.37	41.20	40.96	40.67	53	65.58	64.00	61.51	58.36
11	41.55	41.38	41.13	40.84	54	67.02	65.26	62.50	59.04
12	41.74	41.56	41.31	41.01	55	68.54	66.57	63.51	59.72
13	41.93	41.75	41.50	41.19	56	70.14	67.94	64.54	60.40
14	42.13	41.95	41.70	41.38	57	71.83	69.36	65.59	61.06
15	42.34	42.16	41.90	41.58	58	73.62	70.85	66.66	61.71
16	42.56	42.38	42.11	41.78	59	75.52	72.40	67.74	62.35
17	42.80	42.61	42.33	41.98	60	77.52	74.00	68.83	62.95
18	43.04	42.84	42.56	42.22	61	79.64	75.66	69.92	63.54
19	43.29	43.09	42.80	42.45	62	81.88	77.38	71.00	64.09
20	43.55	43.35	43.05	42.69	63	84.24	79.15	72.08	64.61
21	43.83	43.62	43.31	42.94	64	86.74	80.97	73.14	65.09
22	44.12	43.90	43.59	43.20	65	89.38	82.84	74.18	65.53
23	44.42	44.20	43.88	43.47	66	92.16	84.75	75.19	65.93
24	44.74	44.51	44.18	43.76	67	95.10	86.69	76.16	66.29
25	45.07	44.84	44.49	44.05	68	98.20	88.65	77.09	66.61
26	45.42	45.18	44.82	44.36	69	101.46	90.64	77.97	66.89
27	45.78	45.53	45.17	44.68	70	104.89	92.62	78.79	67.12
28	46.17	45.90	45.53	45.02	71	108.49	94.60	79.55	67.32
29	46.57	46.29	45.90	45.37	72	112.26	96.55	80.24	67.48
30	46.98	46.70	46.28	45.73	73	116.20	98.47	80.86	67.61
31	47.42	47.13	46.68	46.10	74	120.32	100.34	81.42	67.72
32	47.89	47.58	47.10	46.49	75	124.60	102.15	81.90	67.80
33	48.37	48.05	47.54	46.90	76	129.03	103.87	82.32	67.86
34	48.88	48.54	48.01	47.32	77	133.62	105.50	82.68	67.90
35	49.41	49.05	48.49	47.76	78	138.33	107.02	82.97	67.93
36	49.98	49.59	48.99	48.22	79	143.16	108.42	83.21	67.95
37	50.56	50.16	49.52	48.69	80	148.08	109.70	83.39	68.03
38	51.18	50.75	50.07	49.18	81	153.05	110.85	83.54	Ages 81 and over same as age 80
39	51.83	51.37	50.64	49.68	82	158.05	111.86	83.65	
40	52.52	52.02	51.24	50.20	83	163.04	112.74	83.73	
41	53.24	52.71	51.86	50.74	84	167.97	113.49	83.79	
42	53.99	53.42	52.51	51.30	85 and over	172.81	114.12	83.85	

Note: To determine the semi-annual, quarterly or monthly instalments under the Fourth Mode multiply the annual instalment by decimal:
.506 for semi-annual instalments.
.255 for quarterly instalments.
.085 for monthly instalments.

Excess Interest

In addition to any payments by the Company for a fixed period of years or to any interest payments under these modes of settlement, payments of such excess interest as may be declared annually by the Company will be made.

Commutation of future payments

Unless otherwise provided in the election, the present value of any unpaid instalments under Modes 3 or 4, commuted on the basis of three and one-half per cent. interest per annum, will be paid in one sum at the death of the payee to the executors or administrators of the payee.

If it is specifically provided in the election, the payee may at any time withdraw under Mode 1 a part or all of the net sum payable, under Mode 2 the balance of the fund, or under Mode 3 the present value of the unpaid instalments commuted on the basis of three and one-half per cent. interest per annum.

All sums payable by the Company under this policy shall be payable at its Home Office. The sum insured will be payable under the terms hereof only upon receipt by the Company of this policy duly released.

11
Statements in application are representations and not warranties

All statements made by the insured shall, in the absence of fraud, be deemed representations and not warranties, and no statement shall avoid the policy or be used in defence to a claim under it unless it is contained in the written application herefor and unless a copy of such application is attached hereto when issued.

12
Incontestability

This policy and the application herefor, a copy of which application is attached hereto and made a part hereof, constitute the entire contract between the parties hereto, and it shall be incontestable ~~after it has been in force during the lifetime of the insured for a period of two years~~ from its date of issue except for non-payment of premium.

Rule governing if age has been misstated

If the age of the insured has been misstated the amount payable hereunder shall be such an amount as the premium paid would have purchased at the Company's published rate now in use for the correct age. Age will be admitted on proof satisfactory to the Company.

13
~~**Amount payable in event of suicide**~~

~~If the insured shall commit suicide within two years from the date hereof, while sane or insane, the Company will be liable only for an amount equal to the premiums paid in cash hereunder.~~

14
Policy non-participating

This policy shall not be entitled to share in the surplus earnings of the Company.

15
Assignments

No assignment of this policy shall be binding upon the Company unless and until the original or a duplicate thereof is filed at its Home Office. The Company does not assume any responsibility for the validity of an assignment.

16
All agreements must be signed by an executive officer

All agreements made by the Company are signed by its President, Vice-President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer. No other person can alter or waive any of the conditions of this policy, extend the time for paying a premium or make any agreement which shall be binding upon the Company.

PERMANENT TOTAL DISABILITY PROVISION

If, before default in payment of premium and before attaining the age of sixty years, the insured becomes totally and permanently disabled by bodily injuries or disease and is thereby prevented from performing any work or conducting any business for compensation or profit, the following benefit will be available:

A waiver of the payment of premiums falling due during such disability.

If before attaining the age of sixty years the insured becomes totally disabled by bodily injuries or disease and is thereby prevented from performing any work or conducting any business for compensation or profit for a period of ninety consecutive days, then, if satisfactory evidence has not been previously furnished that such disability is permanent, such disability shall be presumed to be permanent. In such a case, the benefit shall accrue from the expiration of the said ninety days, but not from a date more than six months prior to the date that evidence of such disability satisfactory to the Company is received at its Home Office. No benefit shall accrue prior to the expiration of said ninety days unless during that period evidence satisfactory to the Company is received at its Home Office while the insured is living that the total disability will be permanent, in which event the benefit will accrue from the commencement of disability.

If the insured meets with the irrecoverable loss of the entire sight of both eyes, or the total and permanent loss of the use of both hands or of both feet, or of such loss of one hand and one foot, such loss shall be considered total and permanent disability within the meaning of this provision.

No benefit, however, will be allowed hereunder for disability resulting directly or indirectly on account of military or naval service by the insured in time of war.

The benefit under this provision is conditioned upon evidence of the continuance of total disability of the insured satisfactory to the Company being furnished when requested and upon the representatives of the Company being permitted to examine the insured at any time, but such evidence or examination shall not be required oftener than once a year after the expiration of two years from the acceptance of such evidence. If it shall appear to the Company that the insured is able to perform any work or conduct any business for compensation or profit after a claim has been allowed, then, except in case of the irrecoverable loss of the entire sight of both eyes, or the irrecoverable total and permanent loss of the use of both hands or of both feet, or of such loss of one hand and one foot, the disability benefit shall cease.

Premiums waived by the Company on account of this provision will not be deducted from any settlement under this policy, and the sum insured and loan and cash surrender values will be the same as if the premiums waived had been paid in cash.

The consideration for this provision is an additional premium of Eight Dollars and Fifteen Cents, which consideration is included in the premium named in this policy, but such additional premium will not be required after the insured attains the age of sixty years.

This provision for permanent total disability will be annulled upon written request of the life owner, and assignee if any, and the return of the policy for proper endorsement; thereafter the premium required for this policy will be reduced by the consideration charged for this provision.

This provision is attached to and a part of Policy No. N 808572 issued by the ÆTNA LIFE INSURANCE COMPANY on the life of

Edwin P. Haworth

Hartford, Conn., this 9th day of October, 19 20

ÆTNA LIFE INSURANCE COMPANY.

James B. Stimson

Registrar. *Secretary.*

PERMANENT TOTAL DISABILITY PROVISION—WAIVER OF PREMIUMS IF DISABILITY OCCURS BEFORE AGE SIXTY—FULL INSURANCE PAYABLE AT DEATH.

Form No. 3867
Dis. 4 L and E.
1-28

27

THIS COPY OF THE APPLICATION

should be carefully examined and if any error or omission is found the policy should be returned immediately to the Home Office of the Company for correction.

Form No. 673
Edition Nov. 1926
Life Dept. Policy Division
Chicago Section

N 404521 - 570

APPLICATION FOR CONVERSION OF TERM POLICIES

Aug 13 1929

I, Edwin P Haworth of Kansas City, Mo

County of Jackson State Prov. of Mo, hereby apply to the ÆTNA LIFE INSURANCE COMPANY for changed insurance on my life, in accordance with the conditions of Term Policy No. 3385581 NW issued by said Company, and I hereby certify that said policy is not now assigned except to and agree that the statements and answers in the application for said term policy shall be the basis of the new contract or policy herein applied for and form a part of the same, except that the kind of policy, amount, premium and beneficiary shall be as specified below.

If entire term policy is not now to be converted, shall the balance be continued as term insurance? all converted

Kind of policy desired 20 P Modified Life (If a participating policy, the dividends unless otherwise requested shall reduce premiums or be paid in cash) — Disability Provision (1-3 or 4) 4 — Double Indemnity (Yes or No) No

Date of New Policy 9-29 Amount $ 12,000 - 5,000 Premium $ 271.80 - 135.90 Annually

Beneficiary to be the same as now written in term policy As per Policy No. 3385581 Both policies to Estate of Haworth Wife —

I agree that the acceptance of the new policy by me is to be regarded as an acknowledgment that the same is satisfactory, and that all insurance under said term policy, or the portion thereof converted as herein requested, shall thereupon cease.

Witness [signature] X

Note: If Double Indemnity provision or a form of Permanent Total Disability benefit not now included in the term policy is desired, Certificate A should be signed by the insured and certified to as required under Certificates B and C. Re-examination may be required if additional Disability coverage is requested, but must not be procured until authorized by the Company.

CERTIFICATE A. I further certify (unless otherwise stated below) that I have never had any mental disorder or disease of the heart, brain or nervous system, nor suffered impairment of the use of an eye, an arm, hand, leg or foot; that my eyesight or hearing is not impaired; that since making my last application for insurance in said Company there has been no material change in my mental or physical condition and I have not consulted or been prescribed for or treated by any physician or any practitioner; (*State here any exceptions to the above with names and residences of all physicians or other practitioners*)

that my occupation is ..... (explain fully) ..... which I do not contemplate changing;

that I am not now nor have I been connected with any military or naval organization, except as follows:

that I do not contemplate any military or naval service or any aeronautic flight or submarine descent, except as follows:

that *I am now in good health* except as herein stated, that my habits are temperate and that I have not in contemplation any journey outside of the continental land limits of the United States of America and the Dominion of Canada, nor any hazardous undertaking except as herein stated; and upon the basis of the correctness of these statements I request that the new policy contain such provisions as applied for above, provided said Company approves the granting of same.

Witness

CERTIFICATE B. (*To be signed by the agent, if possible; if not, by some reliable person well known to the agent*)

I hereby certify that I am well acquainted with ..... who now requests his term policy to be changed, and that I believe from my own knowledge that his statements within made and signed by him are true and full.

CERTIFICATE C. (*To be signed by the agent when Certificate B is signed by some person other than the agent*)

I hereby certify that I am well acquainted with the person who signed Certificate B and consider him thoroughly trustworthy.

73

THIS COPY OF THE APPLICATION

should be carefully examined and if any error or omission is found the policy should be returned immediately to the Home Office of the Company for correction.

938879-80-81 Hj.

Page 1.

Form No. 5, Application
Rv. March, 1919

EXECUTIVE OFFICERS

PRESIDENT
VICE-PRESIDENT
SECRETARY
ASST. SECRETARY
TREASURER
ASST. TREASURER

I hereby apply to the ÆTNA LIFE INSURANCE COMPANY for a contract of insurance upon my life, and I do hereby declare that I am in sound health and have no disease or ailment not fully set forth herein; that the statements and answers herein made and signed by me are complete and true, and I agree that they shall form a part of the contract or policy issued by said Company upon my life. I further agree that no statement or declaration made to any agent, examiner, or any other person, and not contained in this application, shall be taken or considered as having been made to, or brought to the notice or knowledge of said Company, or as changing it with any liability by reason thereof. I also acknowledge that all policies and agreements made by said Ætna Life Insurance Company are signed by one or more of its executive officers, and that no agent or other person not an executive officer can grant insurance, or waive any condition of its policies, or make any agreement which shall be binding upon said Company.

USE GOOD BLACK INK ONLY.

1. a. What is your name? (*Write Plainly Christian name in full.*) Edwin P. Haworth
   b. Are you married? Yes c. Age next Birthday? 45 Years.
   d. Place of birth? St. Joseph Mo. (City or Town.) (State-Country.)
   e. Date of your birth? Month May Day 10 Year 1875

2. a. Residence? Manassas City Va 26 & 27 Summit Street (City or Town.) (Street and No. or R. F. D. No.) (County.) (State.)
   b. Have you lived there for three years? Yes If not, where?
   c. What is your business address? (*If other than residence*) 2929 Main St N.C. Va

3. a. What is your present occupation? (*If more than one, state all; if a clerk, salesman, merchant, manufacturer, mechanic or laborer, state class of goods sold, manufactured or handled.*) Hospital Supt & Phthisiologist
   b. If employed, state name of employer and location of employment Self
   c. In what occupations have you heretofore been engaged? Tuberculosis work
   d. Have you ever taken an Aerial flight? No g. Do you contemplate such flight? No
   e. Are you employed in the Army or Navy? No b. Do you contemplate such service? No
   f. Are you now, or have you ever been connected with the manufacture or sale of malt or spirituous liquors? (*If so, when and how?*) No

4. a. Do you contemplate changing your occupation? (*If so, state particulars.*) No
   b. Do you contemplate traveling to or residing in any foreign country? (*If so, state particulars.*) Europe for 5 or 6 months No

5. a. State kind of policy desired. (*Also whether Partic. or Non-Partic.*)
   b. Amount of Insurance $25,000 - Issue in 2 policies of $10,000 each and $5000 (Term)
   c. Premium $ 415.50 Annually. N.P. 7 year term

(If a Participating Policy, the dividends unless otherwise requested shall reduce the premiums or be paid in cash.)

6. What is the Name, Residence, and Relationship, or insurable interest, of the person to be benefited by this Policy in event of your death?
   $10,000 to Cora M. Haworth Wife $5000 to Cora M. Haworth Wife and No 1 Reserve insurance partnership
   It is desired that the Policy be written with respect to the Beneficiary as nearly in accordance with the above request as the experience of the Company will suggest as being most likely to meet the requirements, and the acceptance of the Policy so written will be regarded as an acknowledgment that the Company has complied with the wishes of the applicant.

7. Have you personally employed or consulted any Physician during the last five years? (*If so, give names and residences of all and state for what cause.*) Pneumonia 1921 - Complete rec overy Dr McLemore N.C. Va

8. Has any proposal or application ever been made or submitted to any Company, Association, Agent or Physician, for which insurance on your life is now pending or has not been granted for the full amount, and of the same kind then applied for? (*If so, state particulars and the names of all such Companies, Associations, Agents or Physicians.*) No

9. a. What amount of insurance is now in force on your life, and in what Companies or Associations?
   $5,000 Aetna Life Ins Co.
   b. Approximate date of last insurance granted by each. Last about Nov. 1921

10. Has any Physician, Company, Association or Agent ever expressed an unfavorable opinion of your life with reference to life insurance or refused to reinstate insurance that has lapsed? (*If so, state particulars.*) No

(Use this space, if necessary, in further explanation of the answers to any of the above questions.)

Dated Nov 9 1922 Witness R.R. Kinser Applicant signs here Edwin P. Haworth

(The Answers to the following questions must be filled in by the EXAMINING PHYSICIAN, who must also witness the signature of the applicant below. If further explanations to any of the following answers are necessary, BE PARTICULAR TO USE THE BLANK LINES AT THE FOOT OF THIS PAGE, noting the number of the question to which the explanation applies.) Use Good BLACK INK ONLY

21. FAMILY RECORD.

	LIVING. Age?	LIVING. Health?	DEAD. Age?	DEAD. Cause of Death?	DEAD. Date of Death?
Father,		good	32	Consumption	1880
Father's Father,		dead	69	Do not know	Do not know
Father's Mother,		dead	82	Do not know	Do not know
Mother,		dead	35	Phthisis	1883
Mother's Father,		dead	80	Do not know	Do not know
Mother's Mother,		dead	70	Do not know	Do not know
Brothers, none					
Sisters, Two			45	Phthisis	1895
			3	Croup	Do not know

22. Have you ever had any of the following diseases? (*Answer Yes or No, opposite each. If yes, state the date, duration and severity of illness with full particulars.*)

Abscess,	No	Consumption,	No	Enlargement of Veins,	No	Gout,	No	Neuralgia,	No	Tumors,	No
Apoplexy,	No	Disease of the Heart,	No	Fits,	No	Gravel,	No	Paralysis,	No	Ulcers,	No
Appendicitis,	Yes	Disease of Liver,	No	Fistula,	No	Habitual Headache,	No	Pellagra,	No	Vertigo,	No
Asthma,	No	Dropsy,	No	Gall Stone,	No	Hip Joint Disease,	No	St. Vitus' Dance,	No		
Bronchitis (Chronic),	No	Enlargement of Glands,	No	Goitre,	No	Jaundice,	No	Spitting of Blood,	No		

23. Have you had Inflammatory Rheumatism? (*If so, state severity and date of each attack.*) No
24. Are you subject to Dyspepsia, Dysentery, or Diarrhoea? No
25. Have you had any disease or severe sickness during the last seven years? (*If so, state the particulars of each case, and the name of the attending physician.*) Nov 1921 Pneumonia
26. Have you either gained or lost weight during the last five years? (*If so, state particulars.*) No
27. Have you ever changed your residence on account of your health? (*If so, state particulars.*) No
28. Have you during the last five years lived in the same house with any one suffering from consumption? (*If so, state particulars.*) No
29. Which parent do you resemble in height, weight, and general characteristics? Mother
30. Have you been intemperate in the use of either malt or spirituous liquors during the past ten years? No
31. Do you use either malt or spirituous liquors daily or nearly every day? No
32. How often, and in what quantity do you use either of them? No
33. Have you used any drug habitually or occasionally? No
34. Have you ever taken any cure or treatment for any habit? (*If so, what, and when?*) No

(Additional Questions to be answered when the Applicant is a Woman.)

35. a. Are you married?	b. How long married?	c. Number of labors?	d. Date of last labor?
36. a. Were labors normal?	b. Have you miscarried and if so from what cause and at what date?		c. Are you now pregnant?
37. a. Is your menstruation regular and normal?	b. Have you ever been treated for any disease of womb or ovaries?	c. Are there any tumors in the breasts or any other part of the body?	
38. If a widow, state date and cause of husband's death.			

Jan 1907 Appendectomy - no after effects - Primary pneumonia complete recovery
No attacks since - Jan 1921 Pneumonia - left almost two weeks - Recovery complete - C.N.A. Corrigan M.D.

[illegible] Life Insurance Company

Hartford, Connecticut

ON THE LIFE OF

Edwin P. Haworth

SUM INSURED	$ 5000.
Annual PREMIUM FOR	
FIRST FIVE YEARS	$ 135.80
THEREAFTER	$ 263.45
AGE	54
DATE	October 8, 1929

EXAMINED BY CSS

CONTENTS

Premiums and [illegible] payable		
Who may borrow on the [illegible] privileges		
How beneficiary may be changed		
How premiums are payable		
How premiums may be paid annually, semi-annually or quarterly		
How loans are made on the policy		
Cash values and corresponding paid-up and extended insurance		
Automatic extended insurance on failure to pay a premium		
Automatic premium loan	4	
How policy may be reinstated	4	
How insurance may be made payable in instalments if desired instead of in one sum	4	
Statements in application are representations and not warranties	6	
Incontestability	6	
Rule governing if age has been misstated	6	
Amount payable in event of suicide	6	
Policy non-participating	6	
Assignments	6	
All agreements must be signed by an executive [illegible]		

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[fol. 77] EXHIBIT "F" TO PETITION

Claim of Benefit Under Total Disability Provision

To Ætna Life Insurance Company:

I, Edwin P. Haworth, who am named as the insured in four certain policies of life insurance issued by Ætna Life Insurance Company of Hartford, Connecticut, numbered respectively N 760251, N 808571, N 808572, and P 537284, say that I am entitled to the benefit of the total disability provision in each of said policies contained.

The insured says said policy N 760251 is dated October 9, 1928, the sum insured therein is ten thousand dollars ($10,000.00), the annual premium is $431.40, and there is no default in payment of premium; that policy N 808571 is dated September 9, 1929, the sum insured therein is ten thousand dollars ($10,000.00), the annual premium for the first five years is $271.60 and thereafter is $526.90, and there is no default in payment of premium; that N 808572 is dated October 9, 1929, the sum insured therein is five thousand dollars ($5,000.00), the annual premium for the fist five years is $135.80 and thereafter is $263.45, and there is no default in payment of premium; that policy P 537284 is dated November 9, 1921, the sum insured therein is five thousand dollars ($5,000.00), the annual premium is two hundred twenty-one and 45/100 dollars ($221.45) and there is no default in the payment of premium.

The insured says that he has not attained the age of sixty years; that more than eighteen months before this date, and while all of said policies were in force, he became totally and permanently disabled by disease and was thereby prevented from performing any work or conducting any business for compensation or profit; that on October 7, 1930, the insured made a sworn statement for the purpose of asserting and claiming his right to have said policies continued under the permanent and total disability provision contained in each of them, which statement was delivered to said Ætna Life Insurance Company; that more than six months before said date he became totally and permanently disabled; that within six months from said date he furnished evidence of such disability, and more than ninety days before said date he

furnished evidence that he had become totally disabled by disease and had thereby been prevented from performing any work or conducting any business for compensation or profit for a period of ninety consecutive days prior thereto. The insured further says that his disability has been con- [fol. 78] tinuous and uninterrupted from the date of his original disability and that he is still so disabled.

The insured says that all of the above described policies are now in full force and effect; that under the terms of said policies and each of them all annual premiums upon them, or any of them, becoming payable in the year 1930 or in the year 1931 or in the year 1932 are waived by reason of such disability, and the insured is entitled to have said policies continue in full force and effect without the payment of any further premium so long as his said disability shall continue.

The insured says this statement is made for the purpose of asserting and claiming his right to have said policies continue under the permanent total disability provision contained in each of them.

Edwin P. Haworth, The Insured.

STATE OF MISSOURI,
County of Jackson, ss:

Edwin P. Haworth, being duly sworn, on his oath says that the facts stated in the foregoing statement are true.

Edwin P. Haworth.

Subscribed and sworn to before me this 30th day of September, 1932. Marie Schulze, Notary Public Within and for Said County and State. My commission will expire February 12, 1935. (Notarial Seal.)

STATE OF MISSOURI,
County of Jackson, ss:

Julius Frischer, being duly sworn, on his oath says that he graduated from University Medical College in 1905 and since that time has been engaged in the practice of medicine and surgery in Kansas City, Missouri; that he has read the foregoing affidavit of Edwin P. Haworth and knows that the facts stated therein concerning his physical condition are

true; that he has known said Haworth for twenty years; that he is not related to him.

Affiant says that he first saw Mr. Haworth professionally on account of this illness on the 27th day of February, 1930; that the patient was suffering from hypertrophied prostate; that affiant performed upon him the operation known as fulguration; that the patient has been continuously disabled since that time; that the affiant has seen the patient [fol. 79] on an average of more than twice a month during the last year, and has from time to time given him medical treatment; that the last operation performed on the patient by affiant was on October 10, 1930; that on February 26, 1932, he gave a barium enema and took an X-ray picture of the colon which revealed colitis and a redundant bowel with loss of muscle tone and a very large caecum; that affiant last saw the patient on September 30, 1932. Patient has had and still has a hypertrophied prostate with residual urine. He also has aenemia. He has a mental status which has not improved. He has toxicity, stasis, lowered vitality and lowered resistance. I believe Mr. Haworth is permanently and totally disabled.

Julius Frischer, M. D.

Subscribed and sworn to before me this 1st day of October, 1932. Rena L. Dowling, Notary Public in and for Said County and State. My commission will expire June 15, 1933. (Notarial Seal.)

Affidavit

In the District Court of the United States for the Western District of Missouri, Western Division

In Equity. No. 2670

Ætna Life Insurance Company of Hartford, Connecticut, a Corporation, Plaintiff,

vs.

Edwin P. Haworth and Cora M. Haworth, Defendants

State of Missouri,
County of Jackson, ss:

Chas. C. Byers, of lawful age, being duly sworn, upon his oath states that he is one of the solicitors for the Ætna Life

Insurance Company of Hartford, Connecticut, a corporation, plaintiff in the above entitled suit; that Exhibit F, appended to and identified in the petition in said cause, is a true and correct copy of the original thereof.

Chas. C. Byers.

Subscribed and sworn to before me this 30th day of October, 1935. Dorothy F. Petthoff, Notary Public. My commission expires September 22, 1939. (Seal.)

[fol. 80] IN UNITED STATES DISTRICT COURT

MOTION OF DEFENDANTS TO DISMISS PETITION—Filed February 4, 1935

Now come defendants and move the court to dismiss plaintiff's bill or petition of complaint herein for the following reasons:

1. Plaintiff's said bill or petition does not state facts sufficient to constitute a valid cause of action against these defendants, and contains not any matter of equity, whereon this court can ground any decree, or give the plaintiff any relief or assistance, as against these defendants, or either of them.

2. It appears from the face of plaintiff's bill that plaintiff issued the various policies described therein as valid policies of insurance upon the life of Edwin P. Haworth, that their terms are not controverted, that there is no present cause of action upon them, and that until either said Edwin P. Haworth shall die or shall elect to take and demand the then cash surrender value of said policies no cause of action will arise upon them, that in either event the issues will be whether such policies are then in force, and, if so, the amount due upon them, which will rest upon a determination of facts, trial of which by jury is a matter of right in a common law court.

The value of each and every one of said policies is more than $20.00, and for a court of equity to undertake to assume, or confer upon itself, without consent of these defendants, jurisdiction to try such issues would deprive these

defendants of the rights conferred upon them by the Seventh Amendment of the Constitution of the United States.

Rees Turpin, Solicitor for Defendants.

[File endorsement omitted.]

IN UNITED STATES DISTRICT COURT

OPINION SUSTAINING MOTION TO DISMISS—Filed August 22, 1935

On June 1, 1911, the Ætna Life Insurance Company, plaintiff here, issued its policy of life insurance in the principal amount of $10,000 to Edwin P. Haworth, one of the defendants. The policy contained a provision obligating the company, subject to certain conditions unnecessary to be stated, annually to pay the insured one-twentieth of the principal amount of the policy if he should become wholly and permanently disabled and relieving the insured from payment of premiums after he had become so disabled. The [fol. 81] insured did not pay the premium due June 1, 1934, and has not paid that premium, asserting that on and before that date he was wholly and permanently disabled and so relieved from the payment of that as well as of subsequent premiums.

The defendant, Cora M. Haworth, is the wife of the defendant Edwin P. Haworth and is the beneficiary in the policy.

The insurance company denies that the insured was wholly and permanently disabled as he asserts and therefore contends that the policy lapsed for failure to pay the premium due June 1, 1934, and that the maximum amount which will be due to the beneficiary on the death of the insured, under an extended term insurance provision of the policy, certain indebtedness for money borrowed on the policy having been cancelled, will be $45.00.

Such are the essential allegations of plaintiff's petition. Based upon them plaintiff prays a declaratory judgment adjudicating the right of the parties under the policy. Defendants have moved to dismiss the petition. Whether that motion shall be sustained is the question now for decision.

The plaintiff desires to have judicially determined now the question whether the insured was wholly and perma-

nently disabled on June 1, 1934. If that question can be decided now and is decided adversely to the insured's contention the liability of the plaintiff definitely and finally will be limited to the ultimate payment of $45.00. An alternative is that at the death of the insured (and that may be 20 years hence) the beneficiary will sue on the policy. If she then is able to prove that on and from June 1, 1934, the insured was wholly and permanently disabled she will be entitled to judgment against the plaintiff for the full amount of the policy less indebtedness. The plaintiff fears that at the possibly remote date such a suit may be brought the witnesses and evidence now to be had no longer will be available.

In this situation plaintiff seeks to make use of the so-called Declaratory Judgment Act approved June 14, 1934. That Act provides:

(1) In cases of actual controversy the courts of the United States shall have power upon petition, declaration, complaint, or other appropriate pleadings to declare rights and other legal relations of any interested party petitioning for such declaration, whether or not further relief is or could be [fol. 82] prayed, and such declaration shall have the force and effect of a final judgment or decree and be reviewable as such.

(2) Further relief based on a declaratory judgment or decree may be granted whenever necessary or proper. The application shall be by petition to a court having jurisdiction to grant the relief. If the application be deemed sufficient, the court shall, on reasonable notice, require any adverse party, whose rights have been adjudicated by the declaration, to show cause why further relief should not be granted forthwith.

(3) When a declaration of right or the granting of further relief based thereon shall involve the determination of issues of fact triable by a jury, such issues may be submitted to a jury in the form of interrogatories, with proper instructions by the court, whether a general verdict be required or not.

In support of the motion to dismiss learned counsel for defendants maintain that the Declaratory Judgment Act is unconstitutional. His argument in this behalf is that under the Constitution (Article III, Section 2) the judicial power

of the national courts extends only to "cases" and "controversies." Congress cannot extend that power beyond the scope limited by the Constitution and hence cannot extend it to what is neither a case nor controversy. Liberty Warehouse Co. vs. Grannis, 273 U. S. 70, 74, 76; Willing vs. Auditorium Association, 277 U. S. 274, 289, 290. This Act, says counsel, would extend the judicial power beyond the limitation.

But the very language of the Act destroys the argument. Undoubtedly it was drawn with the constitutional limitation and the cited decisions of the Supreme Court in mind. By its initial words the declaratory judgments provided for are limited to "cases of actual controversy." Neither the mere designation of them as "declaratory" judgments nor the facts that they embody a new method for the invocation of the judicial power invalidate them under the Constitution. Nashville etc. Ry. vs. Wallace, 288 U. S. 249, 264.

The real question here is whether the case stated by the petition is within the legitimate scope of the Declaratory Judgments Act. Does it present a present controversy in the constitutional sense between the plaintiff and defendants—"an adversary proceeding, involving a real, not a hypothetical controversy," and is the judgment sought a judgment finally determinative of that controversy. Nashville etc. Ry. Co. vs. Wallace, supra. If an actual controversy in such a sense is presented has the plaintiff, with [fol. 83] respect to that controversy, any present "rights or other legal relations" to be declared?

It is my view that both these questions must be answered in the negative.

Let us suppose a simpler and yet similar situation. Let us suppose a policy of life insurance to X with Y as beneficiary. Payment of premiums has been discontinued. The company learns that Y asserts that X died before the policy lapsed. But Y has not brought suit. If, as the company contends, X still was living when the policy lapsed, the company never can be held to liability on the policy. Can the company seek a declaratory judgment that X was living when the policy lapsed and so establish judicially a fact that at some future time, when Y has sued, will defeat Y's recovery?

If the company can seek such a declaratory judgment then any person who has entered into a contract with

another and who fears he may be sued by that other for breach of contract may proceed, as he does the plaintiff here, in advance of the institution of that suit, to have determined an issue of fact which that suit will present. Certainly in the enactment — this statute the Congress contemplated no such radical departure in our jurisprudence from the old procedure.

The truth is that in the case supposed there is no present actual controversy between the company and Y and that is a prerequisite to the availability of the remedy the new statute provides. There is now only a potential controversy, a possible future controversy, but no present actual controversy. How can there be a controversy relating to a breach of contract unless it is initiated by him who asserts the breach and claims damages therefor? A controversy, in the constitutional sense, certainly does not exist merely because one asserts, privately, out of court, that X was dead on a given date and another, in a petition for a declaratory judgment, denies that X was dead on a given date.

Moreover, the truth is that in the case supposed the company has no present "rights or other legal relations" to be declared. The "rights" referred to in that phrase in the Act are rights to some sort of "relief". Note the language following this phrase,—"whether or not *further* relief is or could be prayed." To have predetermined, by a showing now, an issue of fact that will be involved in a case that may be brought hereafter by another may indeed relieve one from making the same showing when the case is tried, but it is no sort of relief from or against that other.

What has been said of the supposed case is applicable to the case presented.

[fol. 84] Learned counsel for plaintiff has given an interpretation to the Declaratory Judgment Act far broader than that intended and one which the language of the Act will not support.

The motion to Dismiss is sustained. The case is dismissed. It Is so Ordered.

An exception is allowed to plaintiff.

Merrill E. Otis, District Judge.

[File endorsement omitted.]

In United States District Court for the Western District of Missouri, Western Division

In Equity. No. 2670

Ætna Life Insurance Company of Hartford, Connecticut, a Corporation, Plaintiff,

vs.

Edwin P. Haworth and Cora M. Haworth, Defendants

Decree—Filed August 22, 1935

On the 22nd day of August, 1935, at this term, this cause having heretofore come on to be heard upon defendants' motion to dismiss plaintiff's petition, same having been briefed and argued by counsel, and defendants' said motion to dismiss having been by this Court sustained, it was therefore Ordered, Adjudged, and Decreed by the Court, as follows, viz.:

That the case and the petition or bill of complaint of the plaintiff be and the same are hereby dismissed for the reason that the bill does not state facts sufficient to constitute a valid cause of action against these defendants, and contains not any matter of equity whereon this Court can ground any decree, or give the plaintiff any relief or assistance as against these defendants, or either of them; and that the defendants recover from the plaintiff their costs herein.

Merrill E. Otis, United States District Judge.

Approved as to form:

Morrison, Nugent, Wylder & Berger, Attorneys for Plaintiff. Rees Turpin, Attorney for Defendants.

[File endorsement omitted.]

[fol. 85] In United States District Court

Petition for Rehearing—Filed September 9, 1935

Comes now the plaintiff and moves that the final decree herein be vacated and set aside, and that a rehearing of this cause be granted on the following grounds:

(1) That the Chancellor was under a misapprehension in refusing to grant equitable relief to the plaintiff in so far

as he rested his decision upon the grounds that the case before the court does not present an actual controversy within the meaning of the Federal Declaratory Judgments Act, and that the plaintiff is not possessed of rights and legal relations, in the premises, to be declared, for the following reasons, to-wit:

(a) An actual controversy exists in that the extant facts and conditions determinative of liability or non-liability of the plaintiff are now immutably fixed, and not subject to change or development of any kind; that a sharp and definite issue now exists between the plaintiff and the defendants as to the decisive fact of disability, or non-disability, upon the part of the defendant, Edwin P. Haworth, prior to his attaining the age of sixty years; that this decisive issue or controversy, is subject to a present decision, under the terms of the declaratory judgments act; and that the inherent and only purpose of the act is to provide a procedure for the determination of the rights and legal relations between parties (in this case, the existence or absence of a legal obligation of plaintiff upon the five policies in question) prior to, and in lieu of, the institution of an action at law or suit in equity under common law or conventional equity procedure.

(b) That the purpose of the declaratory judgments act would be frustrated and rendered totally ineffective in all cases relating to a breach of contract, if it were held that the "controversy" referred to in the act must be initiated by him who asserts the breach and claims damages therefor, as such an interpretation and definition of the term "controversy", would, in all matters of contract, limit declaratory relief to cases instituted by the party or parties who would have the right to, and for all practical purposes might as well, institute an action for breach, under common law procedure; and that this construction and definition of the term "actual controversy" is in conflict with the decision of the Supreme Court in the case of Nashville, Chattanooga & St. Louis Ry. Co. vs. Wallace, 288 U. S. 249, 77 L. ed. 730.

(c) That the rights and other legal relations existing between the parties hereto are at this time under the terms of the Federal Declaratory Judgments Act, subject to deter- [fol. 86] mination and definition, relative to the absence or

presence of legal obligation upon the five policies involved, upon the part of the plaintiff, and the presence or absence of vested rights of the defendants in said five policies; and that the "relief" prayed for and due this plaintiff is a declaratory decree defining the absence of obligation or liability upon the part of the plaintiff relative to said five policies.

2. That the court was manifestly in error in alleging, as appears from its written opinion, upon which rested its final determination, that no controversy based upon an alleged breach of contract could be initiated except by him who asserts the breach and claims damages therefor, and that no issue of fact can be determined, under the act, in a controversy of this character, in advance of the institution of a suit based upon an alleged breach of contract.

(a) In the first place, plaintiff submits that plaintiff, itself, alleges in its bill herein, a breach of contract upon the part of defendant, Edwin P. Haworth, in that the latter has failed and refused to pay his contractual premiums upon the five policies in question, that the issues of fact thus arising are but preliminary and incidental to a defining and declaring of the rights and legal relations existing between the parties hereto; and that the construction thus placed upon the declaratory judgments act, and the application given it, necessarily destroy the effectiveness of the act and fail to give it the application essential to the accomplishment of its purpose; the determination of rights and other legal relations prior to, and in the absence of, a resort to common law or equity procedure.

The plaintiff therefore respectfully moves that a rehearing be granted herein.

E. R. Morrison, Chas. C. Byers, Solicitors for Plaintiff.

[File endorsement omitted.]

IN UNITED STATES DISTRICT COURT

ORDER GRANTING LEAVE TO FILE PETITION FOR REHEARING—Filed September 10, 1935

Leave of court is hereby granted to the plaintiff in the above entitled suit to file herein its petition for a rehearing.

Merrill E. Otis, Judge.

[File endorsement omitted.]

[fol. 87] IN UNITED STATES DISTRICT COURT

ORDER GRANTING LEAVE TO PLAINTIFF TO AMEND PETITION BY INTERLINEATION AND DENYING PETITION FOR REHEARING—October 19, 1935

This day plaintiff is given leave to amend petition by interlineation, and Motion for a Rehearing is submitted and denied by the Court.

IN UNITED STATES DISTRICT COURT

PETITION FOR APPEAL—Filed October 19, 1935

The plaintiff, Ætna Life Insurance Company of Hartford, Connecticut, a corporation, believing itself to be aggrieved by the final order or decree of this Court made and entered in this cause on the 22nd day of August, 1935, dismissing the petition or bill in said action for insufficiency of fact to constitute a valid cause of action in equity as against the defendants, and for insufficiency of fact to constitute a case of actual controversy as between the parties, entitling this plaintiff to relief under the provisions of section 400, Title 28, United States Code Annotated, known as the "Federal Declaratory Judgment" statute, does hereby appeal therefrom to the Circuit Court of Appeals for the Eighth Circuit for the reasons specified in the assignment of errors, which is filed herewith, and prays that this appeal may be allowed, that a citation be issued to the above named defendants, Edwin P. Haworth and Cora M. Haworth, commanding them to appear before the Circuit Court of Appeals for the Eighth Circuit to do and receive what may appertain

to justice to be done in the premises, and that a transcript of the record, proceedings, and papers upon which said order and decree were made be duly authenticated and sent to the Circuit Court of Appeals for the Eighth Circuit.

Ætna Life Insurance Company of Hartford, Connecticut, a Corporation, by E. R. Morrison, Chas. C. Byers, Solicitors for Plaintiff.

[File endorsement omitted.]

In United States District Court

Assignment of Errors—Filed October 19, 1935

Now comes Ætna Life Insurance Company of Hartford, Connecticut, a corporation, plaintiff herein, by its solicitors, and, having prayed an appeal from the decree entered in this cause on August 22, 1935, dismissing plaintiff's bill or [fol. 88] petition heretofore filed in this cause for want of equity, and for insufficiency of fact to constitute a case of actual controversy as between the parties, entitling this plaintiff to relief under the provisions of section 400, Title 28, United States Code Annotated, known as the "Federal Declaratory Judgment" statute, respectfully shows that said decree is erroneous and should be reversed and set aside, for the following reasons:

I

That the United States District Court for the Western District of Missouri erred in not overruling defendants' motion to dismiss plaintiff's bill or petition, and in rendering a decree of dismissal of said bill or petition.

II

That the Court erred in dismissing the bill or petition of complaint for want of equity.

III

That the Court erred in dismissing the bill or petition of complaint upon the ground of insufficiency of fact to constitute an actual controversy as between the parties hereto, coming within the purview of section 400, Title 28, United

States Code Annotated, known as the "Federal Declaratory Judgment" statute, and entitling this plaintiff to relief, under the provisions of said statute, by a declaring of the rights and other legal relations of the parties hereto relative to the five policies of insurance in said bill or petition described and referred to.

IV

That the Court erred in dismissing said petition or bill of complaint without requiring the defendants to answer, and without permitting this plaintiff to offer and introduce evidence substantiating the allegations in said bill or petition contained, and without thereafter rendering a decree defining the rights and liabilities of the parties hereto relative to the said five policies of insurance, either as a court of equity acting within its chancery powers, irrespective of the provisions of said Section 400, Title 28, United States Code Annotated, or, by granting the applicable relief provided by the terms of said Section 400, Title 28, United States Code Annotated.

V

That the Court erred in holding that the facts set out in the bill or petition of plaintiff did not show the existence of an actual controversy between the parties, coming within [fol. 89] the purview of Section 400, Title 28, United States Code Annotated, and in dismissing said bill or petition upon that ground.

Wherefore, and in order that the foregoing Assignment of Errors may be and appear of record in this cause, Ætna Life Insurance Company of Hartford, Connecticut, a corporation, plaintiff herein, presents the same to this Court, and prays that such disposition may be made thereof as is in accordance with the law and the statutes of the United States in such case made and provided; and plaintiff further prays that said final decree may be reversed and the District Court be directed to enter a decree in this cause in conformity with the prayer of the bill of complaint.

E. R. Morrison, Chas. C. Byers, Solicitors for Plaintiff.

[File endorsement omitted.]

IN UNITED STATES DISTRICT COURT

ORDER ALLOWING APPEAL, ETC.—Filed October 19, 1935

Upon petition of the solicitors for the Plaintiff, it is hereby ordered as follows:

1. That the appeal presented by the plaintiff herein be, and the same hereby is, allowed, and that a certified transcript of the record and proceedings be transmitted to the United States Circuit Court of Appeals for the Eighth Circuit in accordance with the rules of practice; that a cost bond in the sum of $250.00 be filed.

2. That a citation be issued admonishing the defendants to be and appear in the United States Circuit Court of Appeals for the Eighth Circuit, at St. Louis, Missouri, on or before thirty-nine (39) days after the day upon which said citation is dated.

Merrill E. Otis, Judge, United States District Court for the Western District of Missouri.

[File endorsement omitted.]

Bond on appeal for $250.00, approved and filed November 25, 1935, omitted in printing.

[fol. 90] IN UNITED STATES DISTRICT COURT

ORDER ENLARGING TIME FOR PREPARING AND FILING TRANSCRIPT OF THE RECORD—Filed November 25, 1935

On this, the 25th day of November, 1935, upon application of the appellant and for good cause shown, the time for [fol. 91] preparing and filing the transcript of the record for appeal in this cause is hereby extended until January 26, 1936.

Merrill E. Otis, Judge.

[File endorsement omitted.]

In United States District Court

Præcipe for Transcript—Filed January 8, 1935

To the Clerk of the United States District Court for the Western District of Missouri:

Sir:

You will please prepare a transcript of record to be transmitted to the United States Circuit Court of Appeals for the Eighth Circuit, pursuant to the appeal heretofore taken in this case, and include therein the following:

1. Record entry, showing filing of plaintiff-appellant's Petition for Declaratory Decree.

2. Plaintiff's Bill or Petition, as amended, for a Declaratory Decree, with each and all of the exhibits attached and pertaining thereto, said exhibits being: Exhibit A, a true, correct, and duly verified copy of Ætna Life Insurance Company Policy No. 425229, with all endorsements and riders thereto and thereon; Exhibit B, a true, correct, and duly verified copy of Ætna Life Insurance Company Policy No. 537284, with all endorsements, and riders thereto and thereon; Exhibit C, a true, correct, and duly verified copy of Ætna Life Insurance Company Policy No. N-760251, with all endorsements and riders thereto and thereon; Exhibit D, a true, correct, and duly verified copy of Ætna Life Insurance Company Policy No. N-808571, with all endorsements and riders thereto and thereon; Exhibit E, a true, correct, and duly verified copy of Ætna Life Insurance Company Policy No. 808572, with all endorsements and riders thereto and thereon; and Exhibit F, a true correct, and duly verified copy of Claim of Benefit under Total Disability Provision, executed by defendant Edwin P. Haworth upon September 30, 1932, with affidavit of Julius Frischer, M. D., of date October 1, 1932.

3. Record entry showing filing of Motion of Defendants to Dismiss Plaintiff's Bill.

4. Motion of Defendants to Dismiss Plaintiff's Bill.

5. Opinion and Order of Court, sustaining Motion of Defendants to Dismiss Plaintiff's Bill, and dismissing the [fols. 92-93] case; Order of Court of August 22, 1935, sustaining Motion of Defendants to Dismiss Plaintiff's Bill, and dismissing the case.

6. Decree of Dismissal.
7. Order of Court granting leave to plaintiff to file a petition for a rehearing.
8. Plaintiff's Petition for Rehearing.
9. Order of Court overruling Plaintiff's Petition for Rehearing.
10. Plaintiff's Petition for Appeal.
11. Plaintiff's Assignment of Errors.
12. Order of Court granting appeal.
13. Citation.
14. Appellant's Cost Bond.
15. Præcipe.
16. Orders extending time for filing transcript of record.

E. R. Morrison, Chas. C. Byers, Solicitors for Plaintiff-Appellant.

The foregoing Præcipe for the transcript of record in the above case is hereby approved by the Appellees, this 8th day of January, 1936.

Rees Turpin, Solicitor for Defendants-Appellees.

[File endorsement omitted.]

Clerk's certificate to foregoing transcript omitted in printing.

[fol. 94] Appearances of counsel omitted in printing.

[fol. 95] IN UNITED STATES CIRCUIT COURT OF APPEALS, EIGHTH CIRCUIT

ORDER OF SUBMISSION—May 13, 1936

This cause having been called for hearing in its regular order, the same was argued by Mr. E. R. Morrison for appellant and by Mr. Rees Turpin for appellees.

Thereupon, this cause was submitted to the Court on the transcript of the record from said District Court and the briefs of counsel filed herein.

[fol. 96] IN UNITED STATES CIRCUIT COURT OF APPEALS, EIGHTH CIRCUIT, MAY TERM, A. D. 1936

No. 10,562

ÆTNA LIFE INSURANCE COMPANY OF HARTFORD, CONNECTICUT, a Corporation, Appellant,

vs.

EDWIN P. HAWORTH and CORA M. HAWORTH, Appellee

Appeal from the District Court of the United States for the Western District of Missouri

Mr. E. R. Morrison (Mr. Charles C. Byers and Mr. Douglas Stripp were with him on the brief), for appellant.

Mr. Rees Turpin, for appellee.

Before Stone, Woodrough and Thomas, Circuit Judges

OPINION—July 27, 1936

THOMAS, Circuit Judge, delivered the opinion of the court:

This is a suit in equity for a declaratory judgment under the Declaratory Judgment Act (Judicial Code Sec. 274d, 28 U. S. C. A. 400) by the Ætna Life Insurance Company, insurer, against Edwin P. Haworth, insured, and Cora, his wife, beneficiary, seeking a judgment declaring certain life [fol. 97] insurance policies referred to in the petition null and void. A motion to dismiss was sustained and the appeal is from the order of dismissal. 11 F. Supp. 1016.

The motion to dismiss is in the nature of a demurrer to the petition, challenging the sufficiency of the statement of facts to constitute a cause of action, and the jurisdiction of the court.

The trial court upon entering the order of dismissal from which this appeal is taken, filed a memorandum opinion from which it appears that he held that the petition fails to state a cause of action within the meaning of the Declaratory Judgment Act of June 14, 1934, because it presents no actual controversy in the constitutional sense, and because it does not disclose any present rights or other legal relations to be declared.

Section 2 of Article 3 of the Constitution confines the judicial power of the courts of the United States to "cases"

and "controversies"; and the Act of June 14, 1934, keeps within these constitutional boundaries, because it is applicable only to "cases of actual controversy". Its first section declares:

"(1) In cases of actual controversy the courts of the United States shall have power upon petition, declaration, complaint, or other appropriate pleadings to declare rights and other legal relations of any interested party petitioning for such declaration whether or not further relief is or could be prayed, and such declaration shall have the force and effect of a final judgment or decree and be reviewable as such."

The question for our determination is whether the facts stated in the petition present an "actual" or justiciable "controversy", in the constitutional sense, between the plaintiff and the defendants.

The petition recites that the plaintiff had previously issued five policies of life insurance upon the life of the defendant, Edwin P. Haworth, in which the defendant, Cora M. Haworth, is named as beneficiary. Each policy contains provisions under which payment of premiums is suspended during total disability of the insured, and two of them provide for certain payments immediately upon proof of total permanent disability.

It is alleged that beginning about 1930 the insured defaulted in the payment of the contractual premiums upon said policies and that such default continues to the present [fol. 98] time; that from time to time since said date the defendants have served upon the plaintiff statements under oath all of similar tenor, one of which is set out. The statement exhibited, after describing the policies and averring the total permanent disability of the insured, continues:

"The insured says that all of the above described policies are now in full force and effect; that under the terms of said policies and each of them all annual premiums upon them, or any of them, becoming payable in the year 1930 or in the year 1931 or in the year 1932 are waived by reason of such disability, and the insured is entitled to have said policies continue in full force and effect without the payment of any further premium so long as his said disability shall continue.

"The insured says this statement is made for the purpose of asserting and claiming his right to have said policies continue under the permanent total disability provision contained in each of them."

No other act or omission of the defendants is alleged.

The plaintiff denies that the insured is now or that he was totally and permanently disabled at or prior to the default in the payment of premiums, and says that all of said policies have lapsed by reason of such default.

It is further alleged that, unless a declaratory judgment is entered herein as prayed, the plaintiff will suffer irreparable injury for the reasons (1) that the defendants have not instituted any action at law or other judicial proceeding wherein the plaintiff would have an opportunity to prove the absence of permanent total disability of the insured and that the policies have lapsed; (2) that actions upon the policies will not be barred until after the running of the statute of limitations following the death of the insured, and that there is danger that evidence to establish such defense now available may not be available at that time; and (3) that because the permanent total disability has not been judicially determined the plaintiff is compelled annually to set aside and maintain substantial reserves upon the policies.

The prayer of the petition is that the court render a declaratory decree or judgment, declaring and defining the status of said policies of life insurance, and declaring each [fol. 99] of them null and void and that each of them has lapsed because of nonpayment of premiums.

It will be noted from an examination of the statement served upon plaintiff that no suit is threatened and no demand made by the defendants. The defendants simply assert that the policies are in force and effect. The apprehension of the plaintiff is that suit will be brought against it at some time prior to the running of the statute of limitations.

Apparently the sole object of this proceeding is to furnish plaintiff an opportunity to establish now its alleged defense to such anticipated litigation, because no claim is made to any contractual rights resulting from the purported wrongful nonpayment of premiums. Assuming that insured has defaulted as alleged, the plaintiff in such case is entitled to only one of two rights. First, it may rely

on the contract and assert its right to damages or to specific performance; or, second, it may cancel or rescind the contract. In the present proceeding it seeks the equivalent of cancellation and makes no claim to the first right. The right of cancellation is one which the plaintiff may exercise itself without asking the aid of the court. The only advantage to be derived from a declaratory judgment is an adjudication of the right of cancellation, and the only value of such an adjudication is that it will be a defense in the event of a future suit on the policies. The only disadvantages alleged to result from the present status are the danger of loss of evidence and the setting aside of reserves.

We are impressed that the situation thus presented by the petition amounts to no more than an "assumed potential invasion" of plaintiff's rights, and that it does not for this reason present a justiciable controversy. Arizona v. California, 283 U. S. 423, 462. The judicial power of the federal courts does not extend to the giving of mere advisory opinions or the determination of abstract propositions. Alabama v. Arizona, 291 U. S. 286, 291; United States v. West Virginia, 295 U. S. 463, 474; New Jersey v. Sargent, 269 U. S. 328, 338. To present an "actual controversy" within the constitutional meaning of that phrase there must be a statement of facts showing that the defendant is acting or is threatening to act in such a way as to invade, or prejudicially affect, the rights of the plaintiff. New Jersey v. Sargent, supra. The Declaratory Judgment Act does not change the essential requisites for the [fol. 100] exercise of judicial power nor alter the character of controversies which are the subject of judicial power under the constitution. Ashwander v. Tennessee Valley Authority, 297 U. S. 288, 325; United States v. West Virginia, 295 U. S. 463, 475.

The Supreme Court has said that a case or controversy may be presented to the federal courts by other than traditional forms of procedure which invoke only the traditional remedies. Nashville, C. & St. L. Ry. v. Wallace, 288 U. S. 249, 265. But the constitutional concept of what constitutes a "controversy" cannot be changed by the legislature nor enlarged by the courts. Where rights are invaded or imminently threatened federal courts have power to give relief by either traditional remedies or by declaratory judgments, because invasion or threatened invasion of rights are

fundamental conditions in the absence of which federal courts have no power to act, since in their absence no justiciable controversy exists. Where these conditions are shown to exist a declaratory judgment may be a salutary remedy. Zenie Bros. v. Miskend (D. C. S. D. N. Y.), 10 F. Supp. 779, 781; see also, Hess v. Country Club Park (Cal.) 2 P. (2d) 782, 783. In the Zenie Bros. case, supra, such relief was granted, the court saying that:

"Under the facts pleaded, the defendants are threatening their (plaintiffs') customers with suits for infringement of a worthless patent and are disrupting their business."

No such situation is presented in the instant case. It is not shown that the business of plaintiff is prejudicially affected in any way by the alleged acts of the defendants. The alleged irreparable injuries to the plaintiff enumerated in the petition, when examined, are found wanting in the essential constitutional ingredients of a controversy. They are too remote and vague to be considered as elements of a cause of action. First, it is claimed that there is danger that evidence to establish the defense of absence of permanent total disability will not be available in the event suit is brought at some future time on the policies; but it is not alleged that this is due to any act or threatened act of defendants. While it is immaterial here, we observe that if the plaintiff desires to preserve such testimony, a method has been provided by statute (Title 28 U. S. C. A. Sec. 644) which is ample and constitutional. Arizona v. California, 292 U. S. 341, 347; Richter v. Union Trust Co., 115 U. S. 55. [fol. 101] Second, the plaintiff insists that it is injured and its rights are prejudicially affected by reason of the fact that it is required annually to set aside substantial reserves for each of the policies in question until it is judicially determined that they have lapsed and are null and void. This claim is without merit for two reasons. First, if it be true that reserves must be set aside as alleged, it is not shown that this is the result of any of the acts attributed to the defendants; and, second, the plaintiff is not thereby deprived of any property right. The funds called reserves continue to be the plaintiff's property, and its control over such funds is neither modified nor affected by the notices served upon it by defendants. The claim of plaintiff in this regard is analagous to the claim asserted by the State of

New Jersey in the Sargent case, supra, and disposed of by the Supreme Court in the following language:

"As respects the State's submerged lands, the bill signally fails to disclose any existing controversy within the range of the judicial power. Stating merely that the State will be deprived of revenue from the leasing of such lands is not enough. Facts must be stated showing that the Act is being or about to be applied in a way which does or will encroach on or prejudicially affect the State's qualified right in the lands."

The same rule was stated with equal emphasis by the Supreme Court in the Ashwander case, supra, wherein it is said:

"The pronouncements policies and program of the Tennessee Valley Authority and its directors, their motives and desires, did not give rise to a justiciable controversy save as they had fruition in action of a definite and concrete character constituting an actual or threatened interference with the rights of the persons complaining."

The petition, therefore, fails to state a cause of action under the Declaratory Judgment Act because it fails to state facts disclosing an "actual controversy" in the constitutional sense. It fails in this because the facts averred do not show that any right of the plaintiff is presently being invaded or imminently and prejudicially affected by the alleged acts of the defendants. The judicial power of the federal courts does not extend to such vague and indefinite [fol. 102] questions. Consequently the trial court did not err in dismissing the petition, and the order appealed from must be and it is Affirmed.

DISSENTING OPINION

WOODROUGH, Circuit Judge, dissenting:

The Ætna Insurance Company, of Hartford, Conn., has issued five insurance policies, in the aggregate amount of $30,000.00 upon the life of one Edwin P. Haworth of Kansas City, in each of which the insured's wife, Cora M. Haworth, is named as beneficiary. By the terms of the

policies the insurance company is bound to the performance of certain obligations towards the insured and the beneficiary in case the insured has become wholly, continuously and permanently disabled and will, for life, be unable to perform any work or conduct any business for compensation or profit. One of the policies requires the company, in case of the defined total disability of the insured, to pay the amount of the policy in twenty annual installments, or to pay an annuity according to certain tables. Another policy calls for the payment of an annuity of $50.00 per month, and in the other three it is provided that the company shall waive the further payments of the premiums during the total disability.

The company has made loans upon each of the policies and the loans remain unpaid. Premiums have been defaulted and the company claims that the policies have lapsed and it has cancelled practically all of the insurance. But the insured claims that he became totally disabled within the meaning of the policy during the period when the policies were kept alive by the payment of the premiums. He claims that by reason of his total disability the insurance has not lapsed but is in full force and effect and he has demanded and continues to demand that the company pay him the installments or annuities called for by two of the policies, and that it maintain the other insurance in force without payment of premiums. The insured continues to press his demands upon the company by presenting written statements, affidavits, and demands to it at frequent intervals, but, although the insurance company does and has at all times denied that the insured is or has been totally disabled as defined, the insured has not brought suit of any kind against the company. He has a number of years of [fol. 103] life expectancy and after his death the state statute of limitations allows ten years for suit on the policies.

Accordingly, the insurance company filed its petition in equity against the insured and wife in the proper federal court alleging the foregoing facts (greatly amplified) and seeking to obtain a judicial declaration under the federal declaratory judgment act of June 14, 1934, that four of the policies have lapsed for non-payment of premiums and have become null and void and without force and effect and that under the fifth policy no obligation remains upon the insurance company except to an inconsiderable amount ($45.00)

upon the death of the insured. The defendants moved to dismiss the petition, (1) because no "case" or "controversy" was presented, (2) because there was no equity in the bill, and (3) because assumption of jurisdiction would deny defendants rights under the Seventh Amendment. The District Court sustained the motion and dismissed the petition. The insurance company appeals.

(1) I think the petition presents a "case" or "controversy" justiciable by the courts of the United States under the decision of the Supreme Court in Nashville, etc. Ry. Co. v. Wallace, 288 U. S. 249.

It appeared in that case that tax officers of Tennessee asserted that a certain taxing statute was applicable to the railway company and they demanded payment of the tax in a specified amount and determined to enforce their demand. The railroad company brought suit in the chancery court of Tennessee under the Uniform Declaratory Judgments Act of that state to secure judicial declaration that the tax, as applied to the railway company, was invalid as violative of certain constitutional provisions. Appeal was taken to the Supreme Court of the United States from the decision of the Supreme Court of Tennessee denying the relief prayed by the railway company. In ordering the cause set down for argument the Supreme Court of the United States invited the attention of counsel to the question "whether a case or controversy is presented in view of the nature of the proceedings in the state court". The court stated that if no "case" or "controversy" was presented for decision it was without power to review the decree of the court below. After argument the court concluded that the proceeding was between adverse parties seeking determination of legal rights upon facts alleged in [fol. 104] the bill and admitted by demurrer; that the railway company was not attempting to secure an abstract determination of the validity of a statute or an advisory decision on what the law would be on an uncertain or hypothetical state of facts, but that valuable legal rights asserted by the railway company and threatened with imminent invasion by the state officers would be directly affected to a specific and substantial degree by the decision of the question of law and that the question presented "lends itself to a judicial determination" and is "of the kind which the court traditionally decides". The court recalled that "while

the ordinary course of judicial procedure results in a judgment requiring an award of process or execution to carry it into effect, such relief is not an indispensable adjunct to the exercise of the judicial function." It declared that the Constitution did not crystallize the procedure of 1789 into changeless form and that the court was not precluded from exercising its powers by the mere form of procedure "so long as the case retains the essentials of an adversary proceeding involving a real, not a hypothetical controversy, which is finally determined by the judgment below." The decision of the Supreme Court was that a case was presented which was justiciable in the United States Supreme Court under the federal constitution.

It seems to me that by the same reasoning the petition herein also presents the essentials of an adversary proceeding and involves a real, not a hypothetical controversy and one that may be settled by judicial declaration. The question presented, whether the insured is totally disabled as defined, is one "that lends itself to a judicial determination" and is "of the kind which courts traditionally decide." It is true that the question presented for decision is a question of fact and not a question of law as in the case of Nashville, etc. Ry. Co. v. Wallace, supra, but the declaratory judgment act specifically provides for judicial declaration upon a question of fact as well as upon a question of law. 28 U. S. C. A. 400 (3). The controlling consideration is that "rights" or "other legal relations" can be settled by judicial declaration upon the question, whether the question is one of law or fact.

The controversy here is whether the legal relation of insurer and insured exists between the parties to the suit, together with the attendant rights, duties and privileges. [fol. 105] Such relation did exist for many years and was fully recognized by both parties. Was it terminated by the failure to pay premiums or continued by total disability? The issue is not vague or indefinite. But it is argued that as the insured never has sued the company it may be that neither he nor the beneficiary ever will sue, so that there is no imminent invasion of any legal right of the insurance company by the insured; and, along the same line of thought, it is said that all the insurance company needs to do is to maintain reserves to meet the claims on the policies

if such claims are ever made and established, which, it is said, involves little more than bookkeeping entries that will not substantially affect the company's investments.

There is a sense in which it may be said that the Ætna Company can carry the $30,000.00 of insurance in issue herein for the period of the insured's life expectancy and for years beyond without much overt action other than making some entries in its books of account. In the same sense, it can be said of an automobile manufacturer that his delivering a car or two more or less is a matter of blowing the factory whistle a few minutes sooner or later. Where mass enterprise is concerned, overt effort upon the single unit seems slight. But rightly considered, a life insurance company exists to insure lives and its profit is the excess of income over cost. It will cost the company to insure Haworth for $30,000.00 through the coming years, and, if the allegations of the petition are true, the company will be obliged to incur such cost and such cost will be irreparably lost to the company.

Although it is possible that ultimately the company might never be sued on the policies, the threat appears to me none the less imminent because litigation is being deferred during the lifetime of the insured and perhaps may further be deferred into the period of the statute of limitations. But there is a present, clearly defined claim of right on both sides. The threat to the company's right is imminent in the controlling sense that it is practically certain to materialize in action—being deferred in point of time merely, to the detriment and increased vexation of the company. The insured demands present payment of certain sums and makes present demand that certain insurance be maintained. There is an alleged determination to hold the company to certain obligations—indistinguishable from the alleged determination of the taxing officers in Tennessee to hold the railway company as set forth in the Wallace case. That case is completely controlling.

[fol. 106] In the later case of Ashwander v. T. V. A., 56 S. Ct. 466, the Supreme Court epitomizes its prior decisions applicable to the question of what constitutes a "case" or "controversy" justiciable in the federal courts. (L. C. 472 and 473.) Neither the decision itself nor any of those referred to therein qualify or restrict the doctrine of the

Wallace case. Muskrat v. United States, 219 U. S. 346; Liberty Warehouse Company v. Grannis, 273 U. S. 70; Willing v. Chicago Auditorium Ass'n., 277 U. S. 274; Nashville, etc. Ry. Co. v. Wallace, supra; New Jersey v. Sargent, 269 U. S. 328; New York v. Illinois, 274 U. S. 488; United States v. State of West Virginia, 295 U. S. 463; Arizona v. California, 283 U. S. 423. It is made perfectly clear by the court that "the judicial power does not extend to the determination of abstract questions" and that jurisdiction should not be taken "of issues too vague and ill-defined to admit of judicial determination" and "that claims based upon 'assumed potential invasions' of rights are not enough to warrant judicial intervention". In the Ashwander case the conclusion was that "the plaintiffs (as stockholders) had no right to demand that the directors should start a litigation to obtain a general declaration of the unconstitutionality of the Tennessee Valley Authority Act in all its bearings or a decision of abstract questions as to the right of the stockholder and of the Alabama Power Company in possible contingencies." It seems to me that no purpose to deny jurisdiction in such a case as is here presented can be inferred from the opinion itself or from the cases cited therein.

It was pointed out in the Wallace opinion that a justiciable "case" or "controversy" could be presented without allegations of irreparable injury.

(2) In this case the loss which will be inflicted upon the insurance company by the continuing assertion of his claims by the insured is "irreparable". The company will be obliged by the continuing demands made upon it to treat the policies as contingently in force and so will incur all the cost of maintaining the insurance. If it finally wins a suit on the policies or no suit is ever brought such outlay of expense will be lost.

(3) As the Federal Declaratory Judgment Act fully preserves the right of trial by jury, the motion to dismiss the [fol. 107] bill herein was without merit insofar as it was based on alleged denial of rights under the Seventh Amendment to the Constitution. 28 U. S. C. A. 400 (3).

The decree of the District Court should be reversed.

[fol. 108] In United States Circuit Court of Appeals, Eighth Circuit

No. 10562

Ætna Life Insurance Company of Hartford, Connecticut, a Corporation, Appellant

vs.

Edwin P. Haworth and Cora M. Haworth

Decree—July 27, 1936

Appeal from the District Court of the United States for the Western District of Missouri

This cause came on to be heard on the transcript of the record from the District Court of the United States for the Western District of Missouri, and was argued by counsel.

On Consideration Whereof, it is now here ordered, adjudged, and decreed by this Court, that the decree of the said District Court, in this cause be, and the same is hereby, affirmed with costs; and that Edwin P. Haworth and Cora M. Haworth have and recover against the Ætna Life Insurance Company of Hartford, Connecticut, a Corporation, the sum of twenty dollars for their costs herein and have execution therefor.

[fol. 109-134] Petition for rehearing, covering 26 pages, filed August 10, 1936, omitted from this print. It was denied, and nothing more by order of August 31, 1936.

[fol. 135] In United States Circuit Court of Appeals

Order Denying Petition for Rehearing—August 31, 1936

The petition for rehearing filed by counsel for appellant in this cause having been considered, It is now here ordered by this Court that the same, be, and it is hereby, denied.

In United States Circuit Court of Appeals

Motion of Appellant for Stay of Issuance of Mandate—Filed September 9, 1936

Comes now the appellant herein and moves the Court to enter an order withholding and staying its mandate herein because it is the bona fide intention of said appellant to make proper application to the Supreme Court of the United States for writ of certiorari herein within the time required by law, and in support hereof appellant attaches the affidavit of its solicitor, Mr. Douglas Stripp, of Kansas City, Missouri.

E. R. Morrison, Chas. C. Byers; Douglas Stripp, Solicitors for Appellant.

[fol. 136] State of Missouri,
County of Jackson, ss:

Douglas Stripp, of lawful age, being first duly sworn upon his oath states that he is one of the solicitors for appellant in the above entitled cause, and that it is the bona fide intention of the appellant to petition the Supreme Court of the United States for a writ of certiorari herein within the time required by law, and that he believes there is merit in said cause and that the judgment of this Court ought to be reviewed and reversed by the Supreme Court of the United States.

Douglas Stripp.

Subscribed and sworn to before me this 8th day of Sept., 1936. Dorothy F. Putthoff, Notary Public in and for Jackson County, Missouri. My commission expires Sept. 22, 1939. (Seal.)

[File endorsement omitted.]

In United States Circuit Court of Appeals

Order Staying Issuance of Mandate—September 9, 1936

Now on this 9th day of September, 1936, comes appellant, by its solicitors, Messrs. E. R. Morrison, Charles C.

Byers and Douglas Stripp, and presents its motion for a [fol. 137] stay of mandate of this Court, pending the filing of and action upon its petition to the Supreme Court of the United States for a writ of certiorari.

On consideration whereof; It is now here ordered that the mandate in this cause be, and the same is hereby stayed until the further order of this Court.

It is further ordered that appellant proceed with diligence and promptly file its petition for a writ of certiorari in the Supreme Court of the United States and, upon the filing of said petition, file in this Court proof of the filing of said petition in said Court.

[fol. 138] Clerk's certificate to foregoing transcript omitted in printing.

[fol. 139] SUPREME COURT OF THE UNITED STATES

ORDER ALLOWING CERTIORARI—Filed November 16, 1936

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Eighth Circuit is granted. And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

Endorsed on cover: File No. 40986. U. S. Circuit Court of Appeals, Eighth Circuit. Term No. 446. Ætna Life Insurance Company of Hartford, Connecticut, petitioner, vs. Edwin P. Haworth and Cora M. Haworth. Petition for a writ of certiorari and exhibit thereto. Filed October 8, 1936. Term No. 446, O. T., 1936.